



Planning Committee

Anderson Room, City Hall
6911 No. 3 Road

Wednesday, April 23, 2014
4:00 p.m.

As per Council Resolution R14/7-5 (April 14, 2014), the Application by Onni Development (Imperial Landing) Corp. for a Zoning Text Amendment at 4020, 4080, 4100, 4180, 4280 and 4300 Bayview Street has been **deferred** to the Tuesday, May 6, 2014 Planning Committee meeting.

Pg. # ITEM

MINUTES

PLN-6 *Motion to adopt the **minutes** of the meeting of the Planning Committee held on Tuesday, April 8, 2014.*



NEXT COMMITTEE MEETING DATE

Tuesday, May 6, 2014, (tentative date) at 4:00 p.m. in the Anderson Room

COMMUNITY SERVICES DEPARTMENT

1. **UNESCO WORLD HERITAGE DESIGNATION FOR STEVESTON**
(File Ref. No. 11-7000-01) (REDMS No. 4166319)

PLN-28

See Page **PLN-28** for full report

Designated Speaker: Jane Fernyhough

STAFF RECOMMENDATION

That \$20,000 be allocated from Council Contingency to prepare a submission for National Historic Site designation for Steveston Village as outlined in the staff report titled UNESCO World Heritage Designation for Steveston, dated April 3, 2014 from the Director, Arts, Culture and Heritage Services.



2. **APPROVAL TO REPLACE HOUSING AGREEMENT (10820 NO. 5 ROAD) BYLAW NO. 8937 WITH TERMINATION OF HOUSING AGREEMENT (10820 NO. 5 ROAD) BYLAW NO. 9118, HOUSING AGREEMENT (10820 NO. 5 ROAD) BYLAW NO. 9119, AND MARKET RENTAL HOUSING AGREEMENT (10820 NO. 5 ROAD) BYLAW NO. 9123**

(File Ref. No. 12-8060-20-009123) (REDMS No. 4163018 v.5)

PLN-36

See Page PLN-36 for full report

Designated Speaker: Dena Kae Beno

STAFF RECOMMENDATION

- (1) *That Termination of Housing Agreement (10820 No. 5 Road) Bylaw No. 9118 be introduced and given first, second, and third readings to authorize the termination, release and discharge of the Housing Agreement entered into pursuant to Housing Agreement (10820 No. 5 Road) Bylaw No. 8937 and the repeal of Housing Agreement (10820 No. 5 Road) Bylaw No. 8937;*
- (2) *That Housing Agreement (10820 No. 5 Road) Bylaw No. 9119 be introduced and given first, second, and third readings to permit the City to enter into a Housing Agreement substantially in the form attached thereto, in accordance with the requirements of s. 905 of the Local Government Act, to secure the affordable rental housing units required by Zoning Text Amendment No. 14-656053 and Development Application No. 13-641796; and*
- (3) *That Market Rental Housing Agreement (10820 No. 5 Road) Bylaw No. 9123 be introduced and given first, second, and third readings to permit the City to enter into a Market Rental Housing Agreement substantially in the form attached thereto, in accordance with the requirements of s. 905 of the Local Government Act, to secure the market rental housing units required by Zoning Text Amendment No. 14-656053 and Development Application No. 13-641796.*



PLANNING & DEVELOPMENT DEPARTMENT

3. **APPLICATION BY KULWANT K. BHULLAR FOR REZONING AT 11440 AND 11460 SEABROOK CRESCENT FROM TWO-UNIT DWELLINGS (RD1) TO SINGLE DETACHED (RS2/C)**
(File Ref. No. 12-8060-20-009133; RZ 13-650094) (REDMS No. 4183896)

PLN-82

See Page PLN-82 for full report

Designated Speaker: Wayne Craig

STAFF RECOMMENDATION

That Richmond Zoning Bylaw 8500, Amendment Bylaw 9133, for the rezoning of 11440 and 11460 Seabrook Crescent from “Two-Unit Dwellings (RD1)” to “Single Detached (RS2/C)”, be introduced and given first reading.



4. **APPLICATION BY PINNACLE INTERNATIONAL (RICHMOND) PLAZA INC. FOR REZONING AT 3200, 3220, 3240, 3300, AND 3320 NO. 3 ROAD AND 3171, 3191, 3211, 3231, 3251, 3271, 3291, 3331, AND 3371 SEXSMITH ROAD FROM “SINGLE DETACHED (RS1/F)” TO “RESIDENTIAL/LIMITED COMMERCIAL AND ARTIST RESIDENTIAL TENANCY STUDIO UNITS (ZMU25) - CAPSTAN VILLAGE (CITY CENTRE)” AND “SCHOOL & INSTITUTIONAL USE (SI)”**
(File Ref. No. 12-8060-20-009135, RZ 12-610011) (REDMS No. 4204605)

PLN-100

See Page PLN-100 for full report

Designated Speaker: Wayne Craig

STAFF RECOMMENDATION

- (1) *That Richmond Zoning Bylaw 8500, Amendment Bylaw 9135, to amend the Richmond Zoning Bylaw 8500 to create “Residential/Limited Commercial and Artist Residential Tenancy Studio Units (ZMU25) – Capstan Village (City Centre)” and for the rezoning of 3200, 3220, 3240, 3300, and 3320 No. 3 Road and 3171, 3191, 3211, 3231, 3251, 3271, 3291, 3331, and 3371 Sexsmith Road from “Single Detached (RS1/F)” to “Residential/Limited Commercial and Artist Residential Tenancy Studio Units (ZMU25) – Capstan Village (City Centre)” and “School & Institutional Use (SI)”, be introduced and given first reading; and*

- (2) *That the Conceptual Parks Plan for the Neighbourhood Park, as described in the staff report dated April 10, 2014, from the Director of Development, be approved.*



5. **WEST CAMBIE: ALEXANDRA NEIGHBOURHOOD BUSINESS / OFFICE AREA REVIEW**

(File Ref. No. 12-8060-20-009121) (REDMS No. 4204568)

PLN-210

See Page PLN-210 for full report

Designated Speaker: Terry Crowe

STAFF RECOMMENDATION

- (1) *That Official Community Plan Bylaws 7100 and 9000, Amendment Bylaw 9121 to amend Schedule 2.11A in the 2041 Official Community Plan Bylaw 7100, to change the existing Business Office designation to Mixed Use (60% Employment – 40% Residential) designation, be introduced and given first reading;*
- (2) *That Official Community Plan Bylaw 7100, Amendment Bylaw 9121, having been considered in conjunction with:*
- (a) the City's Financial Plan and Capital Program; and*
 - (b) the Greater Vancouver Regional District Solid Waste and Liquid Waste Management Plans;*
- is hereby found to be consistent with said program and plans, in accordance with Section 882(3)(a) of the Local Government Act;*
- (3) *That, in accordance with section 879 (2)(b) of the Local Government Act and OCP Bylaw Preparation Consultation Policy 5043, Official Community Plan Bylaws 7100 and 9000, Amendment Bylaw 9121, be referred to the following bodies for comment for the Public Hearing:*
- (a) the Vancouver International Airport Authority (VAA) (Federal Government Agency), and*
 - (b) the Board of Education of School District No. 38 (Richmond).*
- (4) *That staff be directed to consult with VAA staff regarding the proposed recommendation prior to the Public Hearing.*



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ITEM

6. **APPLICATION BY JAMES K.M. CHENG ARCHITECTS FOR REZONING AT 10060 NO. 5 ROAD FROM ROADSIDE STAND (CR) AND ASSEMBLY (ASY) TO SITE-SPECIFIC ASSEMBLY (ZASY)**

(File Ref. No. RZ 13-641554) (REDMS No. 4202675)

PLN-260

[See Page PLN-260 for full report](#)

Designated Speaker: Wayne Craig

STAFF RECOMMENDATION

That the application for the rezoning of 10060 No. 5 Road from “Roadside Stand (CR)” Zone and Assembly (ASY)” to “Site-Specific Assembly (ZASY)” be denied.

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7. **MANAGER’S REPORT**

ADJOURNMENT

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Planning Committee

Date: Tuesday, April 8, 2014

Place: Anderson Room
Richmond City Hall

Present: Councillor Bill McNulty, Chair
Councillor Evelina Halsey-Brandt
Councillor Chak Au
Councillor Harold Steves
Mayor Malcolm Brodie

Absent: Councillor Linda Barnes

Call to Order: The Chair called the meeting to order at 4:00 p.m.

MINUTES

It was moved and seconded

That the minutes of the meeting of the Planning Committee held on Tuesday, March 18, 2014, be adopted as circulated.

CARRIED

PLANNING & DEVELOPMENT DEPARTMENT

1. **APRIL 22, 2014 PUBLIC HEARING - ITEM NO. 1 – 4160 GARRY STREET (BYLAW 9108 – RZ 13-641596)**
(File Ref. No.: 12-8060-20-009108) (REDMS No. 4203167)

It was moved and seconded

That the application for rezoning for the property at 4160 Garry Street be referred to a future public hearing.

CARRIED

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2. **APPLICATION BY NIRMAL TAKHAR FOR REZONING AT 7100/7120 MARRINGTON ROAD FROM SINGLE DETACHED (RS1/E) TO SINGLE DETACHED (RS2/B)**

(File Ref. No. 12-8060-20-009128; RZ 13-646115) (REDMS No. 4183845)

It was moved and seconded

That Richmond Zoning Bylaw 8500, Amendment Bylaw 9128, for the rezoning of 7100/7120 Marrington Road from "Single Detached (RS1/E)" to "Single Detached (RS2/B)", be introduced and given first reading.

CARRIED

3. **APPLICATION BY MATTHEW CHENG ARCHITECT INC. FOR REZONING AT 9211 AND 9231 NO. 2 ROAD FROM SINGLE DETACHED (RS1/E) TO LOW DENSITY TOWNHOUSES (RTL4)**

(File Ref. No. 12-8060-20-009132; RZ 12-620563) (REDMS No. 4005183)

Discussion ensued with regard to the sustainability features included in the proposed development. Wayne Craig, Director, Development noted that a broad policy on the inclusion of sustainability features for new developments is anticipated to be brought forward within the next month.

In reply to queries from Committee, Mr. Craig noted that the inclusion of solar or geothermal energy features can be discussed with the applicant.

It was moved and seconded

That Richmond Zoning Bylaw 8500, Amendment Bylaw 9132, for the rezoning of 9211 and 9231 No. 2 Road from "Single Detached (RS1/E)" to "Low Density Townhouses (RTL4)", be introduced and given first reading.

CARRIED

4. **APPLICATION BY KIRK YUEN OF CAPE CONSTRUCTION (2001) LTD. FOR REZONING AT 13040 NO. 2 ROAD FROM LIGHT INDUSTRIAL (IL) TO COMMERCIAL MIXED USE (ZMU24) – LONDON LANDING (STEVESTON)**

(File Ref. No. 12-8060-20-009094, RZ 12-602748) (REDMS No. 4184767)

Mr. Craig gave introductory comments with regard to aspects of the proposed application, noting that it was referred back to staff at the February 17, 2014 Public Hearing. Mr. Craig then noted the following changes made to the proposed application as a result of the referral:

- there will be a single access point to No. 2 Road;
- the development will be required to utilize a compactor for waste collection in the parking garage;
- there will be one loading area on the site with access to No. 2 Road;

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- road improvements to the No. 2 Road frontage will be included as part of the application's rezoning conditions; and
- privacy concerns have been addressed and the proposed development's setbacks exceed those set out in Official Community Plan guidelines.

It was moved and seconded

That Richmond Zoning Bylaw 8500, Amendment Bylaw 9094, for the rezoning of 13040 No. 2 Road from "Light Industrial (IL)" to "Commercial Mixed Use (ZMU24) – London Landing (Steveston)", be forwarded to the May 20, 2014 Public Hearing.

CARRIED

5. APPLICATION BY ONNI DEVELOPMENT (IMPERIAL LANDING) CORP. FOR A ZONING TEXT AMENDMENT AT 4020, 4080, 4100, 4180, 4280 AND 4300 BAYVIEW STREET (FORMERLY 4300 BAYVIEW STREET) TO AMEND THE STEVESTON MARITIME MIXED USE (ZMU12) ZONE AND THE STEVESTON MARITIME (ZC21) ZONE

(File Ref. No. 12-8060-20-9062/9063; RZ 13-633927) (REDMS No. 4180184)

Mr. Craig gave introductory comments with regard to aspects of the proposed rezoning application and noted the following:

- staff attended the meeting between the Steveston Merchants Association and the applicant on November 26, 2013;
- the applicant engaged a consulting firm to conduct a telephone survey with residents of the Steveston area;
- the applicant retained another consulting firm to review potential impacts the proposed development may have for existing area businesses;
- the applicant removed "Indoor Recreation" from the list of permitted uses;
- a proposed parking agreement will provide two-hour complimentary parking to patrons of the future commercial space; pay parking rates will reflect parking rates in the surrounding area;
- a proposed agreement will limit commercial loading to certain hours of the day;
- the cash amenity contribution will be allocated for future use in the Steveston area;
- there is a desire to pursue library space on the subject site; however, currently there are no funds allocated for the relocation of the Steveston Library branch; and

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- Community Services staff have determined that the subject site is not suitable for the proposed Maritime Museum.

In reply to queries from Committee regarding the feasibility of relocating the Steveston Library, Mr. Craig noted that the Richmond Public Library Board advised that they would prefer a larger floor area and there were no funds available.

Discussion ensued regarding (i) other possible sources to fund the relocation of the Steveston Library branch; (ii) the potential to rent space on the subject site for a City library; and (iii) the future development of a marina in Steveston.

In reply to queries from Committee, Sara Badyal, Planner 2, commented on the Ironwood Library branch, noting that a portion of the space is common space and as such, standard lease rates are not charged.

Discussion ensued with regard to (i) the feasibility of increasing the size of the amenity contribution; (ii) the anticipated value generated as a result of the proposed development; (iii) support for the application by existing merchants in the area; and (iv) the consultation methods employed by the applicant to survey the community.

The Chair commented on the Steveston community's request for additional amenities such as fitness facilities; and noted that the expansion of the Steveston Library branch would be more beneficial to the community.

The Chair referred to a survey included in the staff report, noting that survey participants identified different commercial uses with varying priorities. The Chair then expressed concern with regard to the potential negative effects the proposed development may pose to existing area businesses.

Discussion took place regarding the direction staff were given regarding the development of a marina near the subject site.

In reply to queries from Committee, Dave Semple, General Manager, Community Services, stated that environmental conditions and existing infrastructure in the area are being assessed to determine the feasibility of developing the Steveston waterfront, including a marina.

Mr. Semple then advised that there were no specific plans to develop a marina along the Steveston waterfront, as staff were directed to examine opportunities to enhance the Steveston waterfront, which may include the development of a marina.

Discussion took place on the long term plans for the Steveston waterfront and how it could affect zoning in the area.

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In reply to queries from Committee, Mr. Semple advised that staff are examining opportunities for dredging and noted that once preliminary assessments have been completed, staff can provide Council with possible options to develop the Steveston waterfront.

Danny Leung, Wydanco Development Corp. (representing Onni Development Corp.), referred to a letter, dated April 8, 2014 to Planning Committee (attached to and forming part of these minutes as **Schedule 1**) and summarized the applicant's consultation efforts.

Mr. Leung then presented a draft copy of a tenant agreement (attached to and forming part of these minutes as **Schedule 2**) as a way for the current owner to fill the vacant commercial space on the subject site, while working under the intent of the current zoning.

Mr. Leung then presented additional public correspondence in the form of a petition (attached to and forming part of these minutes as **Schedule 3**) in favour of the proposed zoning amendment.

In reply to queries from Committee, Mr. Leung provided the following information:

- the potential relocation of the Steveston Library branch, utilizing space on the subject site, can be discussed with the applicant;
- the variety of future commercial tenants will be determined by market demand;
- the proposed tenant agreement enables current tenants to continue leasing their space under the intent of the current zoning; and
- new commercial space would help meet amenity demands from the community.

Discussion ensued with regard to the amount of commercial space in the area and the notion of altering the Steveston Maritime Mixed Use zone incrementally as community demands evolve.

Discussion ensued regarding the sustainability of the original Maritime Mixed Use zone and how it may be contributing to vacancies on the subject site. Also, it was noted that Committee wishes to see an increase in community amenity contributions and in particular, the expansion of the Steveston Library branch, as part of the proposed development.

Discussion ensued with regard to the proposed tenant agreement and how it may be revised to facilitate the addition of a Maritime Mixed Use tenant in the building.

In reply to queries from Committee, Mr. Leung was of the opinion that market demand for tenants that require the Maritime Mixed Use zone may increase as the Steveston waterfront developed.

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Also, Mr. Leung noted that there were few marketing efforts to fill the vacant property since there is currently little market demand for Maritime Mixed Use space.

Discussion ensued with regard to the developer increasing the community amenity contribution and Committee suggested that the proposed application's bylaws go forward for first reading, subject to the developer increasing the community amenity contribution. The Chair then suggested that the community amenity contribution take the form of expanding the Steveston Library branch.

In reply to queries from Committee, Joe Erceg, General Manager, Planning and Development, noted that commercial uses for the space can be limited by amending the bylaw.

Discussion ensued regarding limiting commercial units on the subject site and it was suggested that such units be replaced by residential units. In reply to queries from Committee, Mr. Leung noted that converting the commercial units to residential units is possible but would be challenging.

Jim van der Tas, Steveston Merchants Association, summarized the consultation conducted by the developer and noted that existing area merchants are expressing little support for the proposed application. Also, he relayed questions from members of the Steveston Merchants Association regarding parking concerns, future plans for Steveston Village, and the accuracy of the traffic studies completed by the developer. Mr. van der Tas added that the City should explore opportunities to enhance the Steveston waterfront and introduce initiatives that would attract waterfront amenities such as water taxis and boat rentals.

In reply to queries from Mr. van der Tas, Mr. Craig noted that Maritime Mixed Use parking rates would reflect Commercial Use parking rates.

In reply to queries from Committee, Floris van Weelderen, MMM Group Ltd., summarized the methodology used in the traffic study and noted that the current traffic volume statistics included in the traffic study considered seasonal variances.

Discussion ensued with regard to the Steveston Merchants Association's proposal to provide a 25% Maritime Mixed Use, 50% Office space, 25% Retail space on the subject site. Mr. van der Tas was of the opinion that the proposed commercial ratio would benefit the community and complement existing merchants; however he advised that the developer did not support the proposal.

Discussion then took place regarding the market for office space as per the Steveston Merchants Association's proposal.

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Iqbal Ladha, Owner, Steveston Marine and Hardware, expressed concern that the proposed application will negatively impact existing merchants in Steveston Village. Mr. Ladha commented on the applicant's consultation efforts and was of the opinion that the retail analysis was biased. Also, he added that there may be demand for office space from businesses like engineering and architectural firms. Mr. Ladha then suggested that the City explore the development of the Steveston waterfront and was of the opinion that a marina and marina services would be in high demand due to the lack of such amenities throughout the Lower Mainland.

Lorne Sly, 11911 3rd Avenue, expressed concerns with regard to the removal of the proposed fitness centre from the proposed application. Mr. Sly was of the opinion that current recreational facilities in the Steveston area are inadequate for the community's needs. Also, he was of the opinion that the subject site is an ideal place for a museum and that a marina along the Steveston waterfront would enhance the commercial environment.

In reply to queries from Committee regarding the forthcoming staff report on the City's major facilities, Cathryn Carlile, General Manager, Community Services, noted that the Major Facilities Plan would be brought forward in 2015. She added that there is currently no direction to staff for the inclusion of a marina in Steveston as part of the Major Facilities Plan; however, that does not preclude it from being added at a future date, if Council so desires.

Discussion ensued with regard to space requirements for the development of a new library.

In reply to queries from Committee, Mr. Craig advised that Terms of Reference in relation to the retail studies included in the staff report were reviewed by staff; however, the studies were completed by an independent consulting firm.

In reply to queries from Committee, Mr. Erceg advised that staff have discussed leasing terms with the developer with regard to the potential library space. He added that the Richmond Public Library Board has indicated that there is no budget allocated for the relocation and expansion of the Steveston Library branch. Mr. Erceg also advised that the applicant was not willing to provide library space at no cost but lease the space at a reduced rate.

Discussion ensued with regard to the resources required for the relocation of Steveston branch of the Richmond Public Library. The Chair noted that the City has resources for a new library in addition to the terms that can be negotiated with developer for additional community amenity contributions.

As a result of the discussion, the following **motion** was introduced:

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It was moved and seconded

- (1) *That Official Community Plan Bylaw 7100, Amendment Bylaw 9062, to repeal and replace the land use definition of “Maritime Mixed Use” by adding a range of commercial uses in Appendix 1 (Definitions) to Schedule 2.4 of Official Community Plan Bylaw 7100 (Steveston Area Plan), be introduced and given first reading;*
- (2) *That Bylaw 9062, having been considered in conjunction with:*
 - (a) *the City’s Financial Plan and Capital Program; and*
 - (b) *the Greater Vancouver Regional District Solid Waste and Liquid Waste Management Plans;**is hereby found to be consistent with said program and plans, in accordance with Section 882(3)(a) of the Local Government Act;*
- (3) *That Bylaw 9062, having been considered in accordance with OCP Bylaw Preparation Consultation Policy 5043, is hereby found not to require further consultation; and*
- (4) *That Richmond Zoning Bylaw 8500, Amendment Bylaw 9063, to:*
 - (a) *amend “Steveston Maritime Mixed Use (ZMU12)” by widening the range of permitted commercial uses; and*
 - (b) *amend “Steveston Maritime (ZC21)” by widening the range of permitted commercial uses on 4020, 4080, 4100, 4180, 4280 and 4300 Bayview Street;**be introduced and given first reading, providing that the community amenity contribution be enhanced to the satisfaction of City Council.*

The question on the motion was not called as discussion ensued regarding: (i) the time required to discuss amenity contribution enhancements with the developer; (ii) space requirements for the expansion of the Steveston Library branch; (iii) the potential effects to existing Steveston businesses and how market demand dictates the commercial environment; (iv) focus to find a tenant that would fit the current Maritime Mixed Use zoning; (v) methodologies used to survey Steveston residents; and (vi) different amenities that could be included with the proposed development such as a new Steveston Library branch and waterfront enhancements.

Discussion further ensued with regard to the proposed commercial ratio of 25% Maritime Mixed Use, 50% Office space and 25% Retail Space as proposed by the Steveston Merchants Association. Staff were then directed to examine the proposed commercial ratio as presented by the Steveston Merchants Association to determine its suitability for the proposed application.

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As a result of the discussion, the following **referral** was introduced:

It was moved and seconded

That the staff report titled, Application By Onni Development (Imperial Landing) Corp. for a Zoning Text Amendment at 4020, 4080, 4100, 4180, 4280 And 4300 Bayview Street (Formerly 4300 Bayview Street) to amend the Steveston Maritime Mixed Use (ZMU12) Zone and the Steveston Maritime (ZC21) Zone, from the Director, Development, dated March 17, 2014, be referred back to staff to examine:

- (1) the enhancement of the community amenity contribution, including the possibility of library expansion and marina development; and*
- (2) the legal aspects related to change of use lease provisions suggested by the applicant.*

and report back to the April 23, 2014 Planning Committee meeting.

CARRIED

6. MANAGER'S REPORT

(a) Restrictions on the Size of Houses on Agricultural Land

Discussion ensued with regard to the size of new homes on agricultural land and it was noted that the Corporation of Delta has a bylaw restriction on the size of homes on agricultural land. It was further noted that the Ministry of Agriculture has created size guidelines with respect to homes on agricultural lands that municipalities can follow.

As a result of the discussion, the following **referral** was introduced:

It was moved and seconded

That the staff examine guidelines related to potential size restrictions new homes constructed on agricultural lands.

CARRIED

(b) Proposed Metro Vancouver Regional Growth Strategy (RGS) Amendment for the Delta Southlands Area

Terry Crowe, Manager, Policy Planning briefed Committee on the proposed Metro Vancouver Regional Growth Strategy (RGS) Amendment initiated by Delta for the Southlands area. Mr. Crowe advised that the City received an invitation from Metro Vancouver to comment on the proposed RGS amendment on April 1, 2014. The deadline for comments was April 29, 2014 and Council was not required to comment.

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Mr. Crowe advised that the City was not affected by the proposed amendment and staff had nothing more to add to the report from Metro Vancouver. As a result, staff were proposing not to bring a staff report to Council regarding the proposed amendment. Committee advised that a staff report regarding this matter was not required to be brought to Council.

ADJOURNMENT

It was moved and seconded

That the meeting adjourn (6:07 p.m.).

CARRIED

Certified a true and correct copy of the
Minutes of the meeting of the Planning
Committee of the Council of the City of
Richmond held on Tuesday, April 8, 2014.

Councillor Bill McNulty
Chair

Evangel Biason
Auxiliary Committee Clerk

Wydanco Development Corp.

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**Schedule 1 to the Minutes of the
Planning Committee meeting held
on Tuesday, April 8, 2014.**

WDC

To: Planning Committee
From: Danny Leung, Wydanco Development Corp
Date: April 8, 2014

**Re: Application by Onni Development (Imperial Landing)
Corp. for a zoning text amendment at 4020, 4080, 4100,
4180, 4280 and 4300 Bayview Street (formerly 4300
Bayview Street) to amend the Steveston Maritime
Mixed Use (ZMU12) zone and the Steveston Maritime
(ZC21) zone**

Since the last Planning Committee meeting regarding the Imperial Landing retail development on November 5, 2013, I have worked to help address all outstanding questions and requests regarding the Imperial Landing retail development. A number of key tasks have been completed in close consultation with Planning Staff including:

- A public meeting with the Steveston Merchant's Association was conducted on November 26 2013. This meeting was conducted to present consultants retail and traffic reports, present leasing updates, as well as to receive questions/input from the Merchant's Association.
- Additions and changes were made to the Imperial Landing Retail Analysis draft report prepared by Hume Consulting based on comments from Planning Staff, feedback from the Steveston Merchant's Association, and findings from the Mustel Group telephone survey. This report has been finalized and submitted to the City.
- Colliers International was hired to conduct a peer review study of the Hume Consulting "Imperial Landing Retail Analysis" report as well as answer specific questions identified by Planning Staff. This report has been completed and submitted to the City.
- Mustel Group Market Research was hired to conduct a telephone survey of Steveston residents regarding the Imperial Landing retail development. This survey and report has been completed and submitted to the City.
- Updates were been made to the traffic analysis conducted by MMM Group based on feedback from Planning Staff and the Steveston Merchant's Association. This updated report has been completed and submitted to the City.
- Additional meetings/discussions were held with Mr. Jim van der Tas, President of the Steveston Merchants Association along with Mr. Jim Kojima and Mr. Lorne Slye to update them and to discuss their questions and concerns.
- A meeting was held with the Steveston 20/20 Group on March 24th with Peter Humm, the retail consultant, to update members regarding the current status of the Imperial Landing retail development and to receive comments and questions from attending members. Copies of the consultants reports were provided to them.

I would be happy to address any of your questions at today's meeting. All of the consultants will also be present to answer any questions you may have.

Thank-you for your time and consideration in this matter.

 **PLN - 16**
Danny Leung

Change Retail/ Commercial Use to Maritime Mixed Use (MMU).

The Landlord reserves the right to terminate this Lease or to relocate the leasee in order to facilitate any expansion, renovation, alteration or addition of any Mixed Maritime Use tenant in Building Six. The premises to which the Tenant is relocated shall be referred to as the "New Premises". If the Landlord intends to expand or make alternations to Building Six for the use of Maritime Mixed Use, it may, upon providing at least eighteen (18) months written notice to the Tenant, elect to either:

- a) Cancel this Lease without any compensation whatsoever to the Tenant, in which case this Lease shall terminate on the date set out in such notice without prejudice, however, to any rights or obligations arising hereunder or accruing to either party before the date of such termination; or
- b) No reduction or discontinuance of service under this Article shall be construed as a breach of the Landlord's covenant for quiet enjoyment or as an eviction of the Tenant or entitle the Tenant to any abatement of Basic Rent, Additional Rent and Percentage Rent or release the Tenant from any obligation under this Lease.
- c) Should the Tenant or Landlord elect to relocate the Tenant on or before the 5th anniversary of the Commencement Date, the Landlord shall be responsible for the cost of improving the New Premises to a standard which is, in the reasonable opinion of the Landlord, similar to that of the Lease Premises as of the date of relocation (the " Previous Standard"); and
- d) Should the Tenant or Landlord elect to relocate the Tenant after the 5th anniversary of the Commencement date, the Landlord and the Tenant shall bear equally the cost of improving the New Premises to the Previous Standard.

City of Richmond
6911 No. 3 Road
Richmond, BC V6Y 2C1



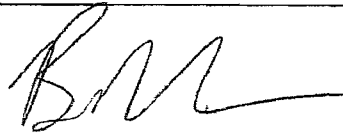
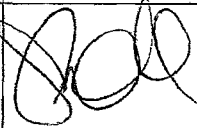
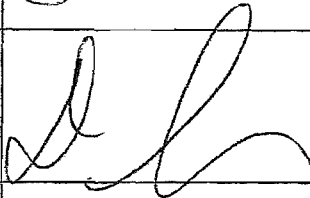

To: Mayor Malcolm Brodie & City Councillors

Re: Support to Rezoning application located at 4020, 4080, 4100, 4180, 4180 and 4300 Bayview Street

We, the undersigned, are homeowners and residents on the west of Moncton Street and Railway Avenue area. We hereby sign below to express our support to rezone the development- Imperial Landing located on Bayview Street.

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- Looking for more variety of retail store in the area, such as sporting good, music, books
- Attract more visitors/ travelers to visit and shop in this part of Richmond
- want to see the existing development being occupied instead of vacant unit
- To provide more employment opportunities to our local citizens
- To generate and bring in more tax revenue to our municipal government

Full Name	Address	Signature
Russell Weber	12331 Phoenix Dr.	
Margeson Reddy	Unit 27 12331-Phoenix Dr.	
BRYN WENDORSKY	31-12331 Phoenix Dr	
Shauna Lynde	33-12331 Phoenix Dr.	
DENIS STADIK	12331 PHOENIX DR # RICHMOND, BC. 36	
ALVIN LEE	4679 GERRARD P V7E-6S6	

City of Richmond
6911 No. 3 Road
Richmond, BC V6Y 2C1

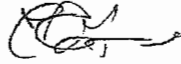





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Full Name	Address	Signature
ANTHONY Newton	12500 PHOENIX DRIVE RICHMOND BC	
Claudia Poerschke-Weber	12440 Phoenix Dr. Richmond BC	
Rachel Manaras	12480 Phoenix Rd BC	
Chris Manaras	" " " "	
Mae Zeechi	12420 PHOENIX DR Rich. BC	
Cate Rodrigue	1-12331 PHOENIX DR. RICHMOND BC	

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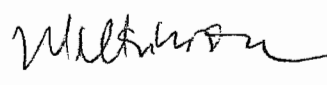
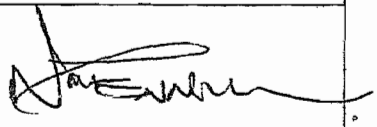
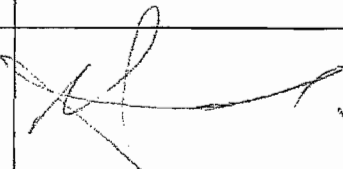

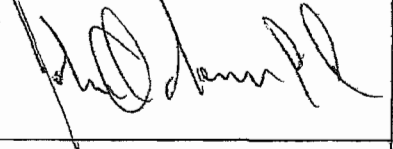
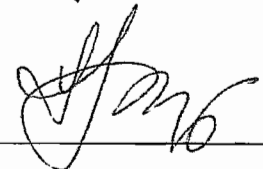
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Full Name	Address	Signature
Camelia Wilkerson	9-12331 Phoenix Dr - Richmond	
WILLIAM DENNILL.	#12-12331 PHOENIX DRIVE, RICHMOND, V7E 6C2	
MICHAEL BERTRAND	#45-1233 PHOENIX DR	
SHEILA ODENVOLD	#19-12331 Phoenix Dr Richmond BC V7E 6C4	
John Odenwald	Same	
Linda Jennings	#24-12331 PHOENIX DR	

City of Richmond
6911 No. 3 Road
Richmond, BC V6Y 2C1

To: Mayor Malcolm Brodie & City Councillors

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Full Name	Address	Signature
J. Morshita	105 - 4111 Bayview St	J. Morshita
Vivien Lindner	4375 Bayview St.	Vivien Lindner
Erma Wang	4546 Moncton	Erma Wang
ARTHUR ELLIN	4520 Britannia Dr.	Arthur Ellin
Lloyd Chen	12451 Phoenix Dr.	Lloyd Chen
DEIDRE SILVA	512331 Phoenix Dr	Deidre Silva

City of Richmond
6911 No. 3 Road
Richmond, BC V6Y 2C1

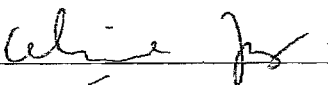

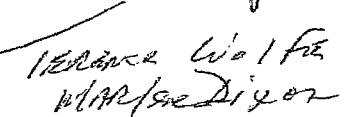



To: Mayor Malcolm Brodie & City Councillors

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- To generate and bring in more tax revenue to our municipal government

Full Name	Address	Signature
	4535 Britannia Dr.	
 TERENCE WOLFE WIFE/Sue Dixon	4526 Britannia Dr.	
 Jacqueline	12591 Phoenix Dr. Rmnd.	

City of Richmond
6911 No. 3 Road
Richmond, BC V6Y 2C1

To: Mayor Malcolm Brodie & City Councillors

Re: Support to Rezoning application located at 4020, 4080, 4100, 4180, 4180 and 4300 Bayview Street

We, the undersigned, are homeowners and residents on the No. 2 Road and south of Moncton area. We hereby sign below to express our support to rezone the development- Imperial Landing located on Bayview Street.

The following are the major reasons that encouraged our support to the proposed rezoning application

- Looking for more convenience store and general merchant store in the area
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- To provide more employment opportunities to our local citizens
- To generate and bring in more tax revenue to our municipal government

Full Name	Address	Signature
Leah Sedola	12639 #2 Road Ry	L. Sedola.
Amy Truscott	#5-13160 Princess St.	AT
Pet Mitchell	127 12639 102 Rd, Richmond	Pet Mitchell
Jennifer van Wysscheke	London Road Richmond	JV91Wymyke
Aleane Vanashita	#5-5999 Addrew Road.	Aleane
Doug Cryder	12513 WESCOTT ST.	DJ

City of Richmond
6911 No. 3 Road
Richmond, BC V6Y 2C1

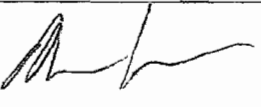

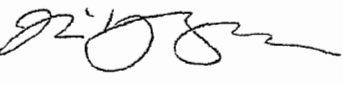
To: Mayor Malcolm Brodie & City Councillors

Re: Support to Rezoning application located at 4020, 4080, 4100, 4180, 4180 and 4300 Bayview Street

We, the undersigned, are homeowners and residents on the No. 2 Road and south of Moncton area. We hereby sign below to express our support to rezone the development- Imperial Landing located on Bayview Street.

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- To provide more employment opportunities to our local citizens
- To generate and bring in more tax revenue to our municipal government

Full Name	Address	Signature
Damian Gorman	#15 5999 Anacard Rd Richmond, BC V7E 6V1	
Bob Cockcroft	12333 WESCOTT PL RICHMOND	
Yong Mei Ni	12320 Buchanan St., Richmond	

City of Richmond
6911 No. 3 Road
Richmond, BC V6Y 2C1

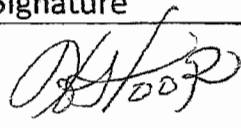
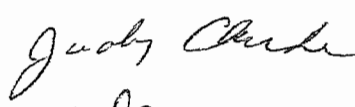
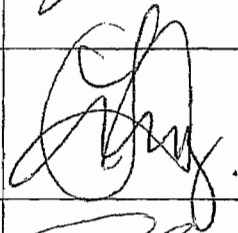

To: Mayor Malcolm Brodie & City Councillors

Re: Support to Rezoning application located at 4020, 4080, 4100, 4180, 4180 and 4300 Bayview Street

We, the undersigned, are homeowners and residents on the southeast of Princess Street and London Road area. We hereby sign below to express our support to rezone the development- Imperial Landing located on Bayview Street.

The following are the major reasons that encouraged our support to the proposed rezoning application

- Looking for more grocery store option in the area
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- Attract more visitors/ travelers to visit and shop in this part of Richmond
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Full Name	Address	Signature
Howard Hoop	4233 Bayview 401	
Judy Clarke	12-13400 Princess St	
Louise Fm	18-13400 Princess St.	
S. CARROLL	301-6471 PRINCESS LANE	

City of Richmond
6911 No. 3 Road
Richmond, BC V6Y 2C1



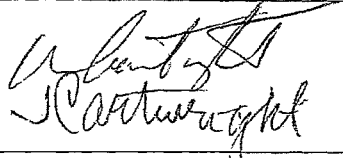
To: Mayor Malcolm Brodie & City Councillors

Re: Support to Rezoning application located at 4020, 4080, 4100, 4180, 4180 and 4300 Bayview Street

We, the undersigned, are homeowners and residents on the west of Andrew area. We hereby sign below to express our support to rezone the development- Imperial Landing located on Bayview Street.

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Full Name	Address	Signature
Daren Huang	5071 Brunswick Dr. Richmond	
Hao Ping Lin	5051 Brunswick Dr. Richmond	
BILL & JAN CARTWRIGHT	12415 ALLIANCE DR RICHMOND, BC	

City of Richmond
6911 No. 3 Road
Richmond, BC V6Y 2C1


To: Mayor Malcolm Brodie & City Councillors

Re: Support to Rezoning application located at 4020, 4080, 4100, 4180, 4180 and 4300 Bayview Street

We, the undersigned, are homeowners and residents on the east of Dyke Road and London Road area. We hereby sign below to express our support to rezone the development- Imperial Landing located on Bayview Street.

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Full Name	Address	Signature
Rodney Kan	5-13028 No. 2 Rd	



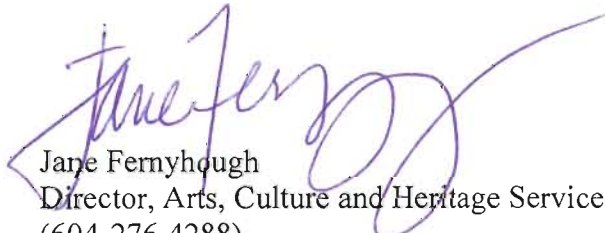
City of Richmond

Report to Committee

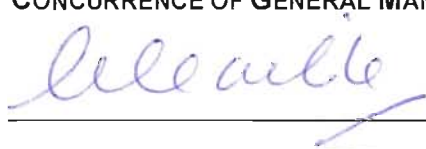

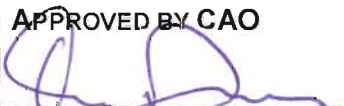
To: Planning Committee **Date:** April 3, 2014
From: Jane Fernyhough **File:** 11-7000-01/2014-Vol
Director, Arts, Culture and Heritage Services 01
Re: UNESCO World Heritage Designation for Steveston

Staff Recommendation

That \$20,000 be allocated from Council Contingency to prepare a submission for National Historic Site designation for Steveston Village as outlined in the report titled "UNESCO World Heritage Designation for Steveston," dated April 3, 2014 from the Director, Arts, Culture and Heritage Services.


Jane Fernyhough
Director, Arts, Culture and Heritage Services
(604-276-4288)

Att. 2

REPORT CONCURRENCE		
ROUTED TO: Finance Division Policy Planning	CONCURRENCE <input checked="" type="checkbox"/> <input checked="" type="checkbox"/>	CONCURRENCE OF GENERAL MANAGER 
REVIEWED BY STAFF REPORT / AGENDA REVIEW SUBCOMMITTEE	INITIALS: 	APPROVED BY CAO 

Staff Report

Origin

At the Planning Committee meeting held on December 3, 2013, the following referral was made:

That staff explore the possibility of an UNESCO designation for Steveston Village and report back.

This report provides information on the process for submitting an application to UNESCO for World Heritage Designation.

Findings of Fact

World Heritage Sites

The World Heritage List consists of cultural and natural heritage resources that the UNESCO World Heritage Committee considers as having outstanding universal value. In Canada there are thirteen designated sites, two of which are historic districts: Historic District of old Québec and Old Town Lunenburg. (Attachment 1)

In order to be considered for UNESCO World Heritage status a site must be on the home country's Tentative List. As of January 2014 there are seven sites on Canada's Tentative List (Attachment 2). In an effort to manage its workload, the World Heritage Committee has set limits on the pace of inscription for countries that are already well represented on the World Heritage List. With thirteen World Heritage Sites, Canada is considered to be well represented. Therefore, the World Heritage Committee has indicated it will limit the examination of future Canadian candidate sites to a maximum of one per year.

UNESCO World Heritage Site status requires that a site have in place a management regime and management plan adequate to ensure the continued protection of the values that led to its inscription.

The protocol in Canada is that in order to be on Canada's tentative list for nomination as a World Heritage Site, the site must first be designated a Canadian National Historic Site.

Canadian National Historic Sites

There are currently three designations of national significance in Steveston:

- Britannia Shipyard National Historic Site, designated in 1991;
- Gulf of Georgia Cannery National Historic Site, designated in 1976; and,
- Fishing industry on the West Coast National Historic Event, designated in 1976.

Nominations for National Historic Sites must respond to one of the following four criteria:

1. illustrate an exceptionally creative achievement in concept and design, technology and/or planning, or a significant stage in the development of Canada; or
2. illustrate or symbolize in whole or in part a cultural tradition, a way of life or ideas important in the development of Canada; or
3. be most explicitly and meaningfully associated or identified with one or more persons who are deemed of national historic significance; or

4. be most explicitly and meaningfully associated or identified with one or several events that are deemed of national historic significance.

National Historic Site status is largely honorific, conveying no significant obligations.

Analysis

National Historic Site Process

The preparation of a nomination requires the following components:

- Obtain a Council resolution supporting the nomination;
- Develop an understanding of the nomination criteria, providing an overview of existing historic research to support a case for approval, including examination of successful nominations for other National Historic districts, rationale for the proposed boundaries, a list of resources, historic and contemporary maps and photos;
- Obtain advice from Parks Canada staff;
- Obtain community input and support; and
- Prepare the final nomination paper.

A nomination has greater possibility of success, and a faster approval, if it demonstrates an understanding of the criteria, provides references to historic sources, has made a convincing case and can demonstrate public support.

Community Consultation Process

In lieu of obtaining the owners' consent, a resolution of the municipality is required when a nomination is submitted for a historic district (versus an individual property when consent of the owner is required.) Public input could be obtained through a community committee, meetings with community groups and an open house.

A proponent committee could act as an advisor to review the process, reports and help garner community support. It should consist of community leaders and representatives of local groups.

Federal Review and Decision

Upon receipt of a nomination, Parks Canada historians review it for completeness, visit the site, meet with local people and conduct any additional research needed. The nomination is then placed on the agenda of the Historic Sites and Monuments Board which meets twice a year. It can take up to one year to get on the Board's agenda. The Board's recommendations are forwarded to the Minister of the Environment for official approval. It can take up to a year for the Minister to sign his/her agreement with the Board's recommendation. An official announcement is made with a press release or an event. The Minister announced Vancouver Chinatown's National Historic Site status in October 2011, 2 ½ years after the nomination was submitted.

Policy Implications and Monitoring

National Historic site status is 'honorific' only - meaning that the Federal government does not apply any additional regulations and it does not compel Richmond to enact any additional regulations. Parks Canada advises that National Historic Sites are subject to periodic review to ensure that they are "reasonably maintained".

Tasks and Costs

Professional and administrative tasks include research, analysis, writing, assembling Proponent Committee and scheduling meetings, organizing the public open house(s) and meetings with other community groups. There are a number of hard costs such as publicity, displays and handouts for public consultation and printing of drafts of the nomination and final versions.

Funding Sources

There are no known funding sources to assist with the preparation of an application for National Historic Site status.

Current Legal Status

Although it is not necessary that Steveston be a Heritage Conservation Area, the fact that it is adds to the strength of a nomination in that it demonstrates that it has already been recognized at the local level, that boundaries have been established and that conservation by-laws and guidelines are in place. The proposed boundaries for a National Historic Site may not necessarily be contiguous with a Heritage Conservation Area; they need to capture what is nationally significant.

A recent example of an historic district applying for National Historic Site status is Vancouver's Chinatown. Vancouver City Council agreed to seek World Heritage Site status for Chinatown in 2008. The National Historic Sites nomination report was forwarded to The Historic Sites and Monuments Board in 2009 and the Minister of the Environment signed the agreement in 2011. It is not yet on Canada's Tentative List.

The key issues for the possible commemoration of Steveston will be the site's historical associations, authenticity, integrity and sense of place; specifically, how well it rates in those categories.

It is estimated that preparation of the nomination for National Historic Site status would cost up to \$20,000 for a consultant, community awareness campaign plus administrative staff time.

UNESCO World Heritage Site Process

In order to be on Canada's Tentative List to be considered a UNESCO World Heritage Site the site must first be designated a National Historic Site and then make it onto Canada's Tentative List. It is estimated by UNESCO that preparing the nomination usually involves at least two years' work and often many years. Pimachiowin Aki is one example in Canada that took five years, boxes of nomination documentation and several million dollars and has been sent back for further research.

Benefits of preparing a World Heritage nomination:

- provides a chance to understand and present to the international community;
- provides an opportunity to critically review the known values of a property/district and assess its relationship to global natural and cultural themes;
- provides an opportunity to test, challenge and improve the adequacy of the property/district's protection, conservation and management, including the protection of its setting; and,

- provides a chance to engage and support communities and stakeholders in the protection, conservation and management of the property/district; and recognize the range of interests, sometimes including conflicting interests, and seek ways of effectively addressing the various interests.

Benefits of acquiring World Heritage status:

- improved conservation levels;
- good tool for public learning and engagement; and
- could enhance promotional advantage and 'branding effect'.

Challenges of preparing a World Heritage nomination:

- costs involved in nomination process (several million dollars to date for Pimachiowin Aki); and
- length of time to prepare a nomination.

Challenges of acquiring World Heritage status:

- costs and responsibilities associated with World Heritage status. (Information from England in 2009 estimated up to 400,000 British pounds for the bid and 150,000 pounds annually to maintain a property);
- ongoing management regime and management plan adequate to ensure the continued protection of the values that led to its inscription; and
- specific reports and impact studies are required each time exceptional circumstances occur or work is undertaken which may have an effect on the state of conservation of the property or district.

Pursuing National Historic Site status would involve the community in discussions of the history, both physical and social, of the area and what is significant and valuable to the community as well as bringing national attention on the significance of Steveston to the history and development of Canada. Once that status is achieved preparation of a nomination for UNESCO World Heritage designation could be considered at that time.

Should Council decide to pursue National Historic Site status, up to \$20,000 for a consultant to research, manage the community process and prepare the submission and for the community awareness promotional campaign plus administrative staff would be required.

Financial Impact

For the preparation of the nomination, \$20,000 could be allocated from Council Contingency. Funding would be used to hire a consultant to research and manage the process and prepare the submission and for the community awareness campaign.

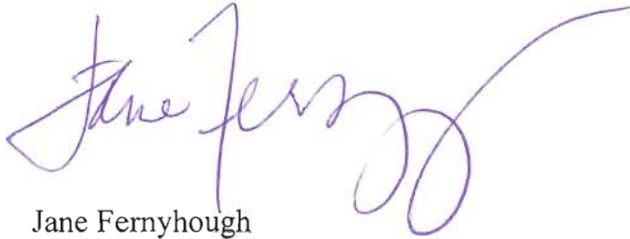
Conclusion

Preparing a nomination for UNESCO World Heritage designation is a lengthy and costly process and first requires that a site be designated a National Historic Site in order to be placed on Canada's Tentative List.

April 3, 2014

- 6 -

It is recommended that funds be allocated to proceed with the preparation of the nomination for National Historic Site status for the Village of Steveston. The process will facilitate a community dialogue on the historic significance of the Village to Richmond and Canada and, once attained, promote that significance to the country. A UNESCO World Heritage nomination could be considered at that time.



Jane Fernyhough
Director, Arts, Culture and Heritage Services
(604-276-4288)

Att. 1 – Canada's Existing World Heritage Sites
Att. 2 – Canada's Tentative List

Canada's Existing World Heritage Sites

Kluane/Wrangell – St. Elias/Glacier Bay/Tatshenshini-Alsek (Yukon and British Columbia)

SGang Swaay (British Columbia)

Nahanni national Park Reserve (Northwest Territories)

L'Anse aux Meadows National Historic Site (Newfoundland and Labrador)

Head-Smashed-In Buffalo Jump (Alberta)

Dinosaur Provincial Park (Alberta)

Wood Buffalo National Park (Alberta and Northwest Territories)

Canadian Rocky Mountain Parks (Alberta and British Columbia)

Historic District of Old Québec (Quebec)

Gros Morne National Park (Newfoundland and Labrador)

Old Town Lunenburg (Nova Scotia)

Waterton-Glacier International Peace Park (Alberta)

Miguasha National Park (Quebec)

The Rideau Canal (Ontario)

Joggins Fossil Cliffs (Nova Scotia)

Landscape of Grand Pré (Nova Scotia)

Red Bay Basque Whaling Station (Newfoundland and Labrador)

Canada's Tentative List

Áísínai'pi (Writing-On-Stone) (Alberta)

Pimachiowin Aki (Manitoba and Ontario)

Gwaii Haanas (British Columbia)

Ivvavik / Vuntut / Herschel Island (Qikiqtaruk) (Yukon Territories)

The Klondike (Yukon Territories)

Mistaken Point (Newfoundland and Labrador)

Quttinirpaaq (Nunavut)



City of Richmond

Report to Committee

To: Planning Committee **Date:** March 28, 2014
From: Cathryn Volkering Carlile
General Manager, Community Services **File:**
Re: **Approval to Replace Housing Agreement (10820 No. 5 Road) Bylaw No. 8937 with Termination of Housing Agreement (10820 No. 5 Road) Bylaw No. 9118, Housing Agreement (10820 No. 5 Road) Bylaw No. 9119, and Market Rental Housing Agreement (10820 No. 5 Road) Bylaw No. 9123**

Staff Recommendations

1. That Termination of Housing Agreement (10820 No. 5 Road) Bylaw No. 9118 be introduced and given first, second, and third readings to authorize the termination, release and discharge of the Housing Agreement entered into pursuant to Housing Agreement (10820 No. 5 Road) Bylaw No.8937 and the repeal of Housing Agreement (10820 No. 5 Road) Bylaw No.8937.
2. That Housing Agreement (10820 No. 5 Road) Bylaw No. 9119 be introduced and given first, second, and third readings to permit the City to enter into a Housing Agreement substantially in the form attached thereto, in accordance with the requirements of s. 905 of the Local Government Act, to secure the affordable rental housing units required by Zoning Text Amendment No. 14-656053 and Development Application No. 13-641796.
3. That Market Rental Housing Agreement (10820 No. 5 Road) Bylaw No. 9123 be introduced and given first, second, and third readings to permit the City to enter into a Market Rental Housing Agreement substantially in the form attached thereto, in accordance with the requirements of s. 905 of the Local Government Act, to secure the market rental housing units required by Zoning Text Amendment No. 14-656053 and Development Application No. 13-641796.

Cathryn Volkering Carlile
General Manager, Community Services
(604-276-4068)

Att. 4

REPORT CONCURRENCE		
ROUTED TO:	CONCURRENCE	CONCURRENCE OF GENERAL MANAGER
Law	<input checked="" type="checkbox"/>	
Development Applications	<input checked="" type="checkbox"/>	
REVIEWED BY STAFF REPORT / AGENDA REVIEW SUBCOMMITTEE	INITIALS:	APPROVED BY CAO

Staff Report

Origin

The report and bylaws are consistent with Council's adopted Term Goal #2.5:

Development of a clearer definition of affordable housing priorities and subsequent utilization of affordable housing funding.

An application has been received from 0864227 B.C. Ltd. for permission to develop a 5-storey, mixed-use building (Building D – 'The Camellia') with a gross floor area of 10,839.1 m² (116,671 ft²) including 163 residential rental units with a floor area of 9,231.8 m² (99,370 ft²) and 10 commercial retail units with a floor area of 1,607.3 m² (17,301 ft²) located at 10820 No. 5 Road.

'The Gardens' project is a master planned, mixed-use development at the northeast corner of Steveston Highway and No. 5 Road. Building D would be Phase 2 of this overall development, and the residential component (163 apartments) of this building is proposed as 144 market rental housing units and 19 affordable rental housing units.

The rezoning (RZ 08-450659) for this overall development was adopted on July 25, 2011, and secured the 5% affordable housing requirement on all residential uses. The rezoning allowed the Phase 1 affordable housing requirements (7,817.29 ft²) to be deferred to later phases, because of the substantial off-site improvements associated with rezoning.

The Development Permit for Phase 1 (DP 10-544504) has been issued and the buildings are under construction.

A Development Permit for Phase 2 (DP 12-599057) was endorsed by Development Permit Panel on August 22, 2012, for the applicant to construct a market condominium building. As a condition of the Development Permit, Housing Agreement (10820 No. 5 Road) Bylaw No.8937 was adopted on October 9, 2012, to secure nine affordable housing units in Phase 2. The applicant withdrew that Development Permit application in order to pursue market rental housing for Phase 2. Because that application has been withdrawn, Termination of Housing Agreement (10820 No. 5 Road) Bylaw 9118 is required to repeal Housing Agreement (10820 No. 5 Road) Bylaw No. 8937.

The applicant is currently proposing a combined Market Rental (144 units) and Low End Market Rental (19 units) building as Phase 2 of the development. A site-specific zoning text amendment (ZT 14-656053) to waive the 5% affordable housing requirement from the 144 market rental units only was granted 1st reading at the open Council meeting on March 24, 2014.

The zoning text amendment and new development permit require two bylaws that would secure the following municipal approval requirements:

- Housing Agreement (10820 No. 5 Road) Bylaw No.9119 to secure 19 affordable housing units in Phase 2, which will include 100% of the deferred commitment of affordable housing required to be developed in Phase 1; and

- Market Rental Housing Agreement (10820 No. 5 Road) Bylaw No.9123 to secure all residential units in Phase 2 with the exception of the 19 affordable housing units as market rental units in perpetuity.

Analysis

The rezoning adopted on July 25, 2011, allowed the affordable housing requirements for Phase 1 to be deferred, given the substantial off-site improvements associated with the rezoning. Consequently, Housing Agreement Bylaw No.8937 secured 9 units (6,755.69 ft²) of affordable rental housing in Phase 2 which represented 30% of the deferred Phase 1 requirements plus 5% of the total residential floor area of Phase 2 (i.e., Building D) as summarized in Table 1.

Table 1: Affordable Housing Commitments from DP 12-599057

Phase/Building	Total Square Feet	Number of Units
Phase 1: Buildings A & B	7,817.29 ft ² to be deferred as follows: - 30% or 2,345.19 ft ² to Phase 2 - 70% or 5,472.10 ft ² to Phase 3	to be provided in Phase 2: Building D and Phase 3.
Phase 2 (Lot C): Building D	2,345.19 ft ² Phase 1 deferment + 4,410.50 ft ² required for Building D = 6,755.69 ft ²	9
Phase 3 (Lot D): Buildings E1 & E2	5,472.10 ft ² Phase 1 deferment + 5% of gross residential floor area, to be confirmed upon receipt of Development Permit for Phase 3.	To be determined
Phase 4 (Lot E): Building F	5% of gross residential floor area, to be confirmed upon receipt of Development Permit for Phase 4.	To be determined

The applicant's new development application involves a mixed-use development that includes 163 residential rental units (64 studios, 89 one-bedroom units, and 10 two-bedroom units). Proposed changes to the existing affordable housing commitments and a new commitment to market rental housing are summarized in Table 2.

Table 2: Proposed Affordable Housing and Market Rental Housing Commitments

Phase/Building	Total Square Feet	Number of Units
Phase 1: Buildings A & B	AH = 7,817.29 ft ² deferred to Phase 2	Phase 1 commitment to be included in Phase 2: Building D
Phase 2: Building D	AH = 100% of Phase 1 AH requirement of 7,817.29 ft ² ; 8,013 ft ² provided Balance of units secured as market rentals in perpetuity = 91,357 ft ²	19 affordable rentals with aging-in- place features 144 secured market rentals with aging-in-place features; 3 meet Basic Universal Housing requirements
Phase 3: Buildings E1 & E2	AH = 5% of gross residential floor area, to be confirmed upon receipt of Development Permit for Phase 3.	8 projected affordable rentals that meet Basic Universal Housing requirements; type and size are indicated in Table 4 below
Phase 4: Building F	AH = 5% of gross residential floor area, to be confirmed upon receipt of Development Permit for Phase 4.	8 projected affordable rentals that meet Basic Universal Housing requirements; type and size are indicated in Table 4 below

The applicant's new proposal presents several advantages over their previous affordable housing commitments on the subject site:

1. The applicant's current DP 13-641796 for Phase 2 of 98.62 m² (726.25 m²– 627.63 m²; or 8,013 ft²) will provide more affordable housing floor area than previously proposed in DP

12-599057. This represents 100% of the Affordable Housing requirements deferred from Phase 1, rather than the 30% previously agreed upon. Thus, the City will receive more affordable housing units (19 versus 9) in the short term than formerly agreed to by the applicant. These 19 units will be Low End of Market Rental (LEMR) units.

2. The applicant's current Phase 2 proposal includes 18.18 m² (744.43 m² - 726.25 m²; or 196 ft²) more affordable housing floor area than was required in Phase 1, which Townline has agreed will not be credited to subsequent phases of the Gardens development but is provided by the applicant as a supplemental affordable housing contribution to the City (see Table 2).

As per the City's Affordable Housing Strategy, the proposed Housing Agreement for the 19 affordable housing units in Phase 2:

- restricts the annual household incomes for eligible occupants and specifies that the units must be made available at low end market rent rates in perpetuity,
- includes provisions for annual adjustment of the maximum annual household incomes and rental rates in accordance with City requirements, and
- specifies that occupants of the affordable housing units subject to the Housing Agreement shall enjoy full and unlimited access to and use of all on-site indoor and outdoor amenity spaces.

Table 3: Affordable Housing Units Proposed for Phase 2

Phase	Unit Type	No. of Units	Max. Rent	Total Household Income	Min. Unit Size (ft ²)	Avg. Unit Size (ft ²)	Total Amount (ft ²)
Phase 2 (Lot C) Building D	Studio	17	\$850	\$34,000 or less	400	406	4,055
	1 Bedroom	2	\$950	\$38,000 or less	535	554	1,661
	Sub-Total	19				-	8,013

3. While the currently proposed 19 affordable housing units in Phase 2 are predominantly smaller units, the applicant has agreed that the affordable housing units to be provided in Phases 3 and 4 will be larger units constructed to the City's Basic Universal Housing standards and appropriate for families, according to the following schedule that will be secured through a No Development Covenant on the affected Parcels:

Table 4: Affordable Housing Units Proposed for Phases 3 and 4

Phase	Unit Type	No. of Units	Max. Rent	Total Household Income	Min. Unit Size (ft ²)	Avg. Unit Size (ft ²)	Total Amount (ft ²)
Phase 3 (Parcel D) Buildings E1 & E2	2 Bedroom	4	\$1,162	\$46,500 or less	860	867	3,468
	3 Bedroom	4	\$1,437	\$57,500 or less	980	1000	4,000
	Sub-Total	8				-	7,468
Phase 4 (Parcel E) Building F	Accessible 1 Bedroom	1	\$950	\$38,000 or less	535	650	650
	2 Bedroom	4	\$1,162	\$46,500 or less	860	880	3,520
	3 Bedroom	3	\$1,437	\$57,500 or less	980	1001	3,003
	Sub-Total	8				-	7,173

The applicant has agreed to the terms and conditions of the agreement to terminate the housing agreement referred to in Housing Agreement (10820 No. 5 Road) Bylaw No.8937. The applicant has also agreed to the terms and conditions of the Housing Agreement (Attached, Bylaw 9119, Schedule A), and to register notice of the Housing Agreement on title to secure the 19 affordable rental housing units.

Market Rental Housing Considerations

The market rental housing component of Phase 2 comprises 91,357 ft² constituting 144 apartments: 47 studios, 87 one-bedroom units, and 10 two-bedroom units.

This section briefly restates the more detailed comments that Affordable Housing staff provided in the zoning text amendment report brought forward by Development Applications with regard to policy considerations and project specifics for removing the 5% affordable housing requirements from the 144 market rental housing units.

The primary goal of the Affordable Housing Strategy is to focus on the housing needs of low to moderate income households. The Strategy does not specifically address market rental housing nor does the City have a formal market rental policy. However, the Strategy does acknowledge the importance of preserving and maintaining existing and new rental housing stock in Richmond.

The City has reviewed requests to waive the affordable housing requirements for market rental projects on a case-by-case basis. To date, only one such proposal has been approved. It is not a precedent for the consideration of the applicant's proposal, because the origin and nature of the two requests differ in several key respects outlined here:

14000 & 14088 Riverport Way <ul style="list-style-type: none"> • trigger: rezoning from dormitory to apartment use, and to allow reduced parking • use and density given for market rentals • waiver: \$213,823 cash-in-lieu required on one Lot 	Townline Gardens Phase 2 (Lot C) <ul style="list-style-type: none"> • trigger: switch from condo to market rental • density given for affordable housing • waiver: 5% built units (4,568 ft² required on Lot C)
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The applicant's request to waive the affordable housing requirements for the 144 market rental housing units within Building D of Phase 2 merits support for the following reasons:

1. Metro Vancouver estimates that the demand for market rental housing in Richmond amounts to 170 units each year. The applicant's 144 purpose-built market rental units would achieve 85% of this annual target and add welcome diversity to housing options outside of the City Centre.
2. The vacancy rate in Richmond purpose-built apartment rental housing was 2.7% in 2013 and averaged 1.6% for the decade between 2003 and 2012. Increasing the supply of market rental adds options for those who do not choose or are not able to enter into the homeownership market housing. As tenants with middle and high incomes are attracted to the upgraded amenities of new constructed condo-quality market rental units, pressure is relieved over time on rent rates within the older stock where low and modest income renters reside.
3. The applicant's proposal includes 17 LEMR studios and also 47 market rate studios which are not readily available in typical new developments and which will be comparatively affordable due to size. According to CMHC's Fall 2013 Rental Report Market, Richmond has a total of 219 purpose-built studio apartments. Despite the addition of 23 units to the market since 2012, the studio vacancy rate in 2013 continued a trend from prior years as the lowest of any unit type at 2.3%. The vacancy rate has been 0% twice in the past five years.

Since demand for studios continues to outpace supply, the average rent increased from \$749 in 2012 to \$796 in 2013. A monthly rent of \$796 is affordable to someone paying 30% of an annual income of \$31,840. The 2006 Census counted 2,515 one-person renter households in Richmond with an income of less than \$30,000.

To date, the City has secured 34 studios through housing agreements. Seven were secured as LEMR units through the Interim Affordable Housing Strategy. Twenty-five market rental units (Riverport), one LEMR unit, and one subsidized unit have been secured through the Affordable Housing Strategy.

4. The 144 market rental housing units proposed in Phase 2 will be subject to a separate legal agreement registered on title in the Land Title Office that ensures these units cannot be stratified and must remain market rental housing units in perpetuity.

The applicant has agreed to the terms and conditions of the attached Market Rental Housing Agreement (Attached, Bylaw 9123, Schedule A), and to register notice of the Market Rental Housing Agreement on title to secure usage of the 144 apartments as market rental housing units.

Approval of the applicant's request should not be regarded as a precedent for future requests to waive affordable housing requirements. Such requests will continue to be evaluated on a case-by-case basis on their own merits and in accordance with the Affordable Housing Strategy objectives current at the time of application.

Staff are aware that there is increased interest among developers to provide market rental housing. Further policy research will be conducted so that the Affordable Housing Strategy can

be updated to reflect how market rental provision can best complement the delivery of affordable housing to meet Richmond's estimated housing needs.

In summary, staff recommend that

1. That Termination of Housing Agreement (10820 No. 5 Road) Bylaw No. 9118 be introduced and given first, second, and third readings to authorize the termination, release and discharge of the Housing Agreement entered into pursuant to Housing Agreement (10820 No. 5 Road) Bylaw No.8937 and the repeal of Housing Agreement (10820 No. 5 Road) Bylaw No.8937;
2. Housing Agreement (10820 No. 5 Road) Bylaw No. 9119 be introduced and given first, second, and third readings to permit the City to enter into a Housing Agreement that would secure 19 affordable rental housing units; and
3. Market Rental Housing Agreement (10820 No. 5 Road) Bylaw No. 9123 be introduced and given first, second, and third readings to permit the City to enter into a Market Rental Housing Agreement to secure 144 market rental housing units.

Financial Impact

None.

Conclusion

In accordance with Section 905 of the Local Government Act, adoption of Bylaw No. 9118, Bylaw No. 9119, and Bylaw No. 9123 is required to permit the City to enter into the housing agreements which, together with the housing covenants, will act to secure the 19 affordable housing units and 144 market rental housing units that are proposed in association with Zoning Text Amendment Application No. 14-656053 and Development Permit Application No. 13-641796.

It is recommended that the above noted Bylaws be introduced and given first, second, and third readings. Following the adoption of the Bylaws, the City will be able to execute the Agreements and arrange for notice of the two new housing agreements to be filed in the Land Title Office.



Dena Kae Beno
Affordable Housing Coordinator
(604-247-4946)

DKB: jdb

- Att. 1 - Site Plan, 10820 No. 5 Road
- Att. 2 - Termination of Housing Agreement (10820 No. 5 Road) Bylaw No.9118
- Att. 3 - Housing Agreement (10820 No. 5 Road) Bylaw No.9119
- Att. 4 - Market Rental Housing Agreement (10820 No. 5 Road) Bylaw No. 9123



**Termination of Housing Agreement (10820 No. 5 Road)
Bylaw No. 9118**

The Council of the City of Richmond enacts as follows:

1. The Mayor and City Clerk for the City of Richmond are authorized to:
 - (a) execute agreements to terminate the housing agreement referred to in Housing Agreement (10820 No. 5 Road) Bylaw No. 8937 (the "Original Housing Agreement");
 - (b) cause Notices and other charges registered at the Land Title Office in respect to the Original Housing Agreement to be discharged from title;
 - (c) execute such other documentation required to effect the termination of the Original Housing Agreement;
2. To repeal Housing Agreement (10820 No. 5 Road) Bylaw No.8937.
3. This Bylaw is cited as **"Housing Agreement (10820 No. 5 Road) Bylaw No. 9118"**.

FIRST READING

SECOND READING

THIRD READING

ADOPTED

MAYOR

CORPORATE OFFICER

CITY OF RICHMOND
APPROVED for content by originating dept.
APPROVED for legality by Solicitor



Housing Agreement (10820 No. 5 Road) Bylaw No. 9119

The Council of the City of Richmond enacts as follows:

1. The Mayor and City Clerk for the City of Richmond are authorized to execute and deliver a housing agreement, substantially in the form set out as Schedule A to this Bylaw, with the owner of the land legally described as:

PID: 028-631-561

Lot C Section 31 Block 4 North Range 5 West NWD
EPP 12978

2. This Bylaw is cited as **“Housing Agreement (10820 No. 5 Road) Bylaw No. 8937”**.

FIRST READING

SECOND READING

THIRD READING

ADOPTED

CITY OF RICHMOND
APPROVED for content by originating dept.
APPROVED for legality by Solicitor

MAYOR

CORPORATE OFFICER

Schedule A

to Housing Agreement (10820 No. 5 Road) Bylaw 9119

HOUSING AGREEMENT BETWEEN THE CITY OF RICHMOND AND TOWNLINE
GARDENS INC.

HOUSING AGREEMENT
(Section 905 *Local Government Act*)

THIS AGREEMENT is dated for reference the 12th day of March, 2014.

BETWEEN:

0864227 B.C. LTD., (Inc. No. 0864227),
a company duly incorporated under the laws of the Province of British
Columbia and having its registered office at 120 – 13575 Commerce
Parkway, Richmond, British Columbia, V6V 2L1

(the “Owner” as more fully defined in section 1.1 of this
Agreement)

AND:

CITY OF RICHMOND,
a municipal corporation pursuant to the *Local Government Act* and
having its offices at 6911 No. 3 Road, Richmond, British
Columbia, V6Y 2C1

(the “City” as more fully defined in section 1.1 of this Agreement)

WHEREAS:

- A. Section 905 of the *Local Government Act* permits the City to enter into and, by legal notation on title, note on title to lands, housing agreements which may include, without limitation, conditions in respect to the form of tenure of housing units, availability of housing units to classes of persons, administration of housing units and rent which may be charged for housing units;
- B. The Owner is the registered owner of the Lands (as hereinafter defined);
- C. As a condition of adopting Zoning Text Amendment Bylaw 9112 (ZT14-656053), the Owner is required to register the City’s Housing Agreement to secure at least nineteen (19) Affordable Housing Units (as hereinafter defined), being constructed on the Lands in perpetuity and to also provide that the Owner shall not apply for subdivision by way of strata plan of all or any portion of the Lands; and
- D. The Owner and the City wish to enter into this Agreement (as herein defined) to provide for affordable housing on the terms and conditions set out in this Agreement,

In consideration of \$10.00 and other good and valuable consideration (the receipt and sufficiency of which is acknowledged by both parties), and in consideration of the promises exchanged below, the Owner and the City covenant and agree as follows:

ARTICLE 1 DEFINITIONS AND INTERPRETATION

1.1 In this Agreement the following words have the following meanings:

- (a) **"Affordable Housing Unit"** means a Dwelling Unit or Dwelling Units designated as such in accordance with a building permit and/or development permit issued by the City and/or, if applicable, in accordance with any rezoning consideration applicable to the development on the Lands and includes, without limiting the generality of the foregoing, the Dwelling Unit charged by this Agreement;
- (b) **"Agreement"** means this agreement together with all schedules, attachments and priority agreements attached hereto;
- (c) **"City"** means the City of Richmond;
- (d) **"CPI"** means the All-Items Consumer Price Index for Vancouver, B.C. published from time to time by Statistics Canada, or its successor in function;
- (e) **"Daily Amount"** means \$100.00 per day as of January 1, 2009 adjusted annually thereafter by adding thereto an amount calculated by multiplying \$100.00 by the percentage change in the CPI since January 1, 2009, to January 1 of the year that a written notice is delivered to the Owner by the City pursuant to section 6.1 of this Agreement. In the absence of obvious error or mistake, any calculation by the City of the Daily Amount in any particular year shall be final and conclusive;
- (f) **"Dwelling Unit"** means a residential dwelling unit or units located or to be located on the Lands whether those dwelling units are lots, parcels, or parts or portions thereof, and includes single family detached dwellings, duplexes, townhouses, auxiliary residential dwelling units, rental apartments and includes, where the context permits, an Affordable Housing Unit;
- (g) **"Eligible Tenant"** means a Family having a cumulative annual income of:
 - (i) in respect to a bachelor unit, \$34,000 or less;
 - (ii) in respect to a one bedroom unit, \$38,000 or less;
 - (iii) in respect to a two bedroom unit, \$46,500 or less; or
 - (iv) in respect to a three or more bedroom unit, \$57,500 or less

provided that, commencing July 1, 2013, the annual incomes set-out above shall, in each year thereafter, be adjusted, plus or minus, by adding or subtracting therefrom, as the case may be, an amount calculated that is equal to the Core Need Income Threshold data and/or other applicable data produced by Canada Mortgage Housing Corporation in the years when such data is released. In the event that, in applying the values set-out above, the rental increase is at any time greater than the rental increase permitted by the *Residential Tenancy Act*, then the increase will be reduced to the maximum amount permitted by the *Residential Tenancy Act*. In the absence of obvious error or mistake, any calculation by the City of an Eligible Tenant's permitted income in any particular year shall be final and conclusive;

- (h) **"Family"** means:
 - (i) a person;
 - (ii) two or more persons related by blood, marriage or adoption; or
 - (iii) a group of not more than 6 persons who are not related by blood, marriage or adoption
- (i) **"Housing Covenant"** means the agreements, covenants and charges granted by the Owner to the City (which includes covenants pursuant to section 219 of the *Land Title Act*) charging the Lands registered on ____ day of _____, 20__, under number _____, as it may be amended or replaced from time to time;
- (j) **"Interpretation Act"** means the *Interpretation Act*, R.S.B.C. 1996, Chapter 238, together with all amendments thereto and replacements thereof;
- (k) **"Land Title Act"** means the *Land Title Act*, R.S.B.C. 1996, Chapter 250, together with all amendments thereto and replacements thereof;
- (l) **"Lands"** means the following lands and premises situate in the City of Richmond and any part, including a building or a portion of a building, into which said land is Subdivided:

 PID: 028-631-561

 Lot C Section 31 Block 4 North Range 5 West NWD Plan EPP12978
- (m) **"Local Government Act"** means the *Local Government Act*, R.S.B.C. 1996, Chapter 323, together with all amendments thereto and replacements thereof;
- (n) **"LTO"** means the New Westminster Land Title Office or its successor;
- (o) **"Owner"** means the party described on page 1 of this Agreement as the Owner and any subsequent owner of the Lands or of any part into which the Lands are

Subdivided, and includes any person who is a registered owner in fee simple of an Affordable Housing Unit from time to time;

- (p) **“Permitted Rent”** means no greater than:
- (i) \$850.00 a month for a bachelor unit;
 - (ii) \$950.00 a month for a one bedroom unit;
 - (iii) \$1,162.00 a month for a two bedroom unit; and
 - (iv) \$1,437.00 a month for a three (or more) bedroom unit,

provided that, commencing July 1, 2013, the rents set-out above shall, in each year thereafter, be adjusted, plus or minus, by adding or subtracting therefrom, as the case may be, an amount calculated that is equal to the Core Need Income Threshold data and/or other applicable data produced by Canada Mortgage Housing Corporation in the years when such data is released. In the event that, in applying the values set-out above, the rental increase is at any time greater than the rental increase permitted by the *Residential Tenancy Act*, then the increase will be reduced to the maximum amount permitted by the *Residential Tenancy Act*. In the absence of obvious error or mistake, any calculation by the City of the Permitted Rent in any particular year shall be final and conclusive;

- (q) **“Real Estate Development Marketing Act”** means the *Real Estate Development Marketing Act*, S.B.C. 2004, Chapter 41, together with all amendments thereto and replacements thereof;
- (r) **“Residential Tenancy Act”** means the *Residential Tenancy Act*, S.B.C. 2002, Chapter 78, together with all amendments thereto and replacements thereof;
- (s) **“Strata Property Act”** means the *Strata Property Act* S.B.C. 1998, Chapter 43, together with all amendments thereto and replacements thereof;
- (t) **“Subdivide”** means to divide, apportion, consolidate or subdivide the Lands, or the ownership or right to possession or occupation of the Lands into two or more lots, strata lots, parcels, parts, portions or shares, whether by plan, descriptive words or otherwise, under the *Land Title Act*, the *Strata Property Act*, or otherwise, and includes the creation, conversion, organization or development of “cooperative interests” or “shared interest in land” as defined in the *Real Estate Development Marketing Act*;
- (u) **“Tenancy Agreement”** means a tenancy agreement, lease, license or other agreement granting rights to occupy an Affordable Housing Unit; and
- (v) **“Tenant”** means an occupant of an Affordable Housing Unit by way of a Tenancy Agreement.

1.2 In this Agreement:

- (a) reference to the singular includes a reference to the plural, and *vice versa*, unless the context requires otherwise;
- (b) article and section headings have been inserted for ease of reference only and are not to be used in interpreting this Agreement;
- (c) if a word or expression is defined in this Agreement, other parts of speech and grammatical forms of the same word or expression have corresponding meanings;
- (d) reference to any enactment includes any regulations, orders or directives made under the authority of that enactment;
- (e) reference to any enactment is a reference to that enactment as consolidated, revised, amended, re-enacted or replaced, unless otherwise expressly provided;
- (f) the provisions of section 25 of the *Interpretation Act* with respect to the calculation of time apply;
- (g) time is of the essence;
- (h) all provisions are to be interpreted as always speaking;
- (i) reference to a "party" is a reference to a party to this Agreement and to that party's respective successors, assigns, trustees, administrators and receivers. Wherever the context so requires, reference to a "party" also includes an Eligible Tenant, agent, officer and invitee of the party;
- (j) reference to a "day", "month", "quarter" or "year" is a reference to a calendar day, calendar month, calendar quarter or calendar year, as the case may be, unless otherwise expressly provided; and
- (k) where the word "including" is followed by a list, the contents of the list are not intended to circumscribe the generality of the expression preceding the word "including".

ARTICLE 2

USE AND OCCUPANCY OF AFFORDABLE HOUSING UNITS

- 2.1 The Owner agrees that each Affordable Housing Unit may only be used as a permanent residence occupied by one Eligible Tenant. An Affordable Housing Unit must not be occupied by the Owner, the Owner's family members (unless the Owner's family members qualify as Eligible Tenants), or any tenant or guest of the Owner, other than an Eligible Tenant.
- 2.2 Within 30 days after receiving notice from the City, the Owner must, in respect of each Affordable Housing Unit, provide to the City a statutory declaration, substantially in

the form (with, in the City Solicitor's discretion, such further amendments or additions as deemed necessary) attached as Appendix A, sworn by the Owner, containing all of the information required to complete the statutory declaration. The City may request such statutory declaration in respect to each Affordable Housing Unit no more than once in any calendar year; provided, however, notwithstanding that the Owner may have already provided such statutory declaration in the particular calendar year, the City may request and the Owner shall provide to the City such further statutory declarations as requested by the City in respect to an Affordable Housing Unit if, in the City's absolute determination, the City believes that the Owner is in breach of any of its obligations under this Agreement.

- 2.3 The Owner hereby irrevocably authorizes the City to make such inquiries as it considers necessary in order to confirm that the Owner is complying with this Agreement.

ARTICLE 3

DISPOSITION AND ACQUISITION OF AFFORDABLE HOUSING UNITS

- 3.1 The Owner will not permit an Affordable Housing Unit Tenancy Agreement to be subleased or assigned.
- 3.2 The Owner shall not apply for stratification (subdivision by way of strata plan) of all or any portion of the Lands.
- 3.3 The Owner must not rent, lease, license or otherwise permit occupancy of any Affordable Housing Unit except to an Eligible Tenant and except in accordance with the following additional conditions:
- (a) the Affordable Housing Unit will be used or occupied only pursuant to a Tenancy Agreement;
 - (b) the monthly rent payable for the Affordable Housing Unit will not exceed the Permitted Rent applicable to that class of Affordable Housing Unit;
 - (c) the Owner will not require the Tenant or any permitted occupant to pay any fees, contingency reserve fees or any extra charges or fees for use of any common areas, facilities or amenities, or for sanitary sewer, storm sewer, water, other utilities, property or similar tax; provided, however, an Owner may charge the Tenant the Owner's cost, if any, of providing to the Affordable Housing Unit cablevision, telephone, other telecommunications, gas, or electricity fees, charges or rates;
 - (d) the Owner shall not make any rule which would restrict the Tenant or any other permitted occupant of an Affordable Housing Unit from using and enjoying any common areas, facilities or amenities situated on the Lands;

- (e) the Owner will attach a copy of this Agreement to every Tenancy Agreement;
- (f) the Owner will include in the Tenancy Agreement a clause requiring the Tenant and each permitted occupant of the Affordable Housing Unit to comply with this Agreement;
- (g) the Owner will include in the Tenancy Agreement a clause entitling the Owner to terminate the Tenancy Agreement if:
 - (i) an Affordable Housing Unit is occupied by a person or persons other than an Eligible Tenant;
 - (ii) the annual income of an Eligible Tenant rises above the applicable maximum amount specified in section 1.1(g) of this Agreement;
 - (iii) the Affordable Housing Unit is occupied by more than the number of people the City's building inspector determines can reside in the Affordable Housing Unit given the number and size of bedrooms in the Affordable Housing Unit and in light of any relevant standards set by the City in any bylaws of the City;
 - (iv) the Affordable Housing Unit remains vacant for three consecutive months or longer, notwithstanding the timely payment of rent; and/or
 - (v) the Tenant subleases the Affordable Housing Unit or assigns the Tenancy Agreement in whole or in part,

and in the case of each breach, the Owner hereby agrees with the City to forthwith provide to the Tenant a notice of termination. Except for section 3.3(f)(ii) of this Agreement [*Termination of Tenancy Agreement if Annual Income of Tenant rises above amount prescribed in section 1.1(g) of this Agreement*], the notice of termination shall provide that the termination of the tenancy shall be effective 30 days following the date of the notice of termination. In respect to section 3.3(f)(ii) of this Agreement, termination shall be effective on the day that is six (6) months following the date that the Owner provided the notice of termination to the Tenant;

- (h) the Tenancy Agreement will identify all occupants of the Affordable Housing Unit and will stipulate that anyone not identified in the Tenancy Agreement will be prohibited from residing at the Affordable Housing Unit for more than 30 consecutive days or more than 45 days total in any calendar year; and
- (i) the Owner will forthwith deliver a certified true copy of the Tenancy Agreement to the City upon demand.

3.4 If the Owner has terminated the Tenancy Agreement, then the Owner shall use best efforts to cause the Tenant and all other persons that may be in occupation of the

Affordable Housing Unit to vacate the Affordable Housing Unit on or before the effective date of termination.

ARTICLE 4 DEMOLITION OF AFFORDABLE HOUSING UNIT

4.1 The Owner will not demolish an Affordable Housing Unit unless:

- (a) the Owner has obtained the written opinion of a professional engineer or architect who is at arm's length to the Owner that it is no longer reasonable or practical to repair or replace any structural component of the Affordable Housing Unit, and the Owner has delivered to the City a copy of the engineer's or architect's report; or
- (b) the Affordable Housing Unit is damaged or destroyed, to the extent of 40% or more of its value above its foundations, as determined by the City in its sole discretion,

and, in each case, a demolition permit for the Affordable Housing Unit has been issued by the City and the Affordable Housing Unit has been demolished under that permit.

4.2 Following demolition, the Owner will use and occupy any replacement Dwelling Unit in compliance with this Agreement and the Housing Covenant both of which will apply to any replacement Dwelling Unit to the same extent and in the same manner as those agreements apply to the original Dwelling Unit, and the Dwelling Unit must be approved by the City as an Affordable Housing Unit in accordance with this Agreement.

ARTICLE 5 DEFAULT AND REMEDIES

- 5.1 The Owner agrees that, in addition to any other remedies available to the City under this Agreement or the Housing Covenant or at law or in equity, if an Affordable Housing Unit is used or occupied in breach of this Agreement or rented at a rate in excess of the Permitted Rent or the Owner is otherwise in breach of any of its obligations under this Agreement or the Housing Covenant, the Owner will pay the Daily Amount to the City for every day that the breach continues after forty-five (45) days written notice from the City to the Owner stating the particulars of the breach. For greater certainty, the City is not entitled to give written notice with respect to any breach of the Agreement until any applicable cure period, if any, has expired. The Daily Amount is due and payable five (5) business days following receipt by the Owner of an invoice from the City for the same.
- 5.2 The Owner acknowledges and agrees that a default by the Owner of any of its promises, covenants, representations or warranties set-out in the Housing Covenant shall also constitute a default under this Agreement.

ARTICLE 6 MISCELLANEOUS

6.1 Housing Agreement

The Owner acknowledges and agrees that:

- (a) this Agreement includes a housing agreement entered into under section 905 of the *Local Government Act*;
- (b) the City may file notice of this Agreement in the LTO against the title to the Lands; and
- (c) if notice of this Agreement is filed in the LTO as a notice under section 905 of the *Local Government Act* prior to the Lands having been Subdivided, and as it is the intention of the City and the Owner that this Agreement is, once separate legal parcels are created and/or the Lands are Subdivided, to charge and secure only the legal parcels or Subdivided Lands which contain the Affordable Housing Units, then the City Solicitor shall be entitled, without further City Council approval, authorization or bylaw, to partially discharge this Agreement accordingly and to cause the release of the notice of this Agreement from those portions of the Lands which do not contain any Affordable Housing Units. The Owner acknowledges and agrees that notwithstanding a partial discharge of this Agreement, this Agreement shall be and remain in full force and effect and, but for the partial discharge, otherwise unamended.

6.2 Modification

Subject to section 6.1 of this Agreement, this Agreement may be modified or amended from time to time, by consent of the Owner and a bylaw duly passed by the Council of the City and thereafter if it is signed by the City and the Owner.

6.3 Management

The Owner covenants and agrees that it will furnish good and efficient management of the Affordable Housing Units and will permit representatives of the City to inspect the Affordable Housing Units at any reasonable time, subject to the notice provisions in the *Residential Tenancy Act*. The Owner further covenants and agrees that it will maintain the Affordable Housing Units in a good state of repair and fit for habitation and will comply with all laws, including health and safety standards applicable to the Lands. Notwithstanding the foregoing, the Owner acknowledges and agrees that the City, in its absolute discretion, may require the Owner, at the Owner's expense, to hire a person or company with the skill and expertise to manage the Affordable Housing Units.

6.4 Indemnity

The Owner will indemnify and save harmless the City and each of its elected officials, officers, directors, and agents, and their heirs, executors, administrators, personal representatives, successors and assigns, from and against all claims, demands, actions, loss, damage, costs and liabilities, which all or any of them will or may be liable for or suffer or incur or be put to by reason of or arising out of:

- (a) any negligent act or omission of the Owner, or its officers, directors, agents, contractors or other persons for whom at law the Owner is responsible relating to this Agreement;
- (b) the construction, maintenance, repair, ownership, lease, license, operation, management or financing of the Lands or any Affordable Housing Unit or the enforcement of any Tenancy Agreement; and/or
- (c) without limitation, any legal or equitable wrong on the part of the Owner or any breach of this Agreement by the Owner.

6.5 Release

The Owner hereby releases and forever discharges the City and each of its elected officials, officers, directors, and agents, and its and their heirs, executors, administrators, personal representatives, successors and assigns, from and against all claims, demands, damages, actions, or causes of action by reason of or arising out of or which would or could not occur but for the:

- (a) construction, maintenance, repair, ownership, lease, license, operation or management of the Lands or any Affordable Housing Unit under this Agreement; and/or
- (b) the exercise by the City of any of its rights under this Agreement or an enactment.

6.6 Survival

The obligations of the Owner set out in this Agreement will survive termination or discharge of this Agreement.

6.7 Priority

The Owner will do everything necessary, at the Owner's expense, to ensure that this Agreement, if required by the City Solicitor, will be noted against title to the Lands in priority to all financial charges and encumbrances which may have been registered or are pending registration against title to the Lands save and except those specifically approved in advance in writing by the City Solicitor or in favour of the City, and that a notice under section 905(5) of the *Local Government Act* will be filed on the title to the Lands.

6.8 City's Powers Unaffected

This Agreement does not:

- (a) affect or limit the discretion, rights, duties or powers of the City under any enactment or at common law, including in relation to the use or subdivision of the Lands;
- (b) impose on the City any legal duty or obligation, including any duty of care or contractual or other legal duty or obligation, to enforce this Agreement;
- (c) affect or limit any enactment relating to the use or subdivision of the Lands; or
- (d) relieve the Owner from complying with any enactment, including in relation to the use or subdivision of the Lands.

6.9 Agreement for Benefit of City Only

The Owner and the City agree that:

- (a) this Agreement is entered into only for the benefit of the City;
- (b) this Agreement is not intended to protect the interests of the Owner, any Tenant, or any future owner, lessee, occupier or user of the Lands or the building or any portion thereof, including any Affordable Housing Unit; and
- (c) the City may at any time execute a release and discharge of this Agreement, without liability to anyone for doing so, and without obtaining the consent of the Owner.

6.10 No Public Law Duty

Where the City is required or permitted by this Agreement to form an opinion, exercise a discretion, express satisfaction, make a determination or give its consent, the Owner agrees that the City is under no public law duty of fairness or natural justice in that regard and agrees that the City may do any of those things in the same manner as if it were a private party and not a public body.

6.11 Notice

Any notice required to be served or given to a party herein pursuant to this Agreement will be sufficiently served or given if delivered, to the postal address of the Owner set out in the records at the LTO, and in the case of the City addressed:

To: Clerk, City of Richmond
6911 No. 3 Road
Richmond, BC V6Y 2C1

And to: City Solicitor
City of Richmond
6911 No. 3 Road
Richmond, BC V6Y 2C1

or to the most recent postal address provided in a written notice given by each of the parties to the other. Any notice which is delivered is to be considered to have been given on the first day after it is dispatched for delivery.

6.12 Enuring Effect

This Agreement will extend to and be binding upon and enure to the benefit of the parties hereto and their respective successors and permitted assigns.

6.13 Severability

If any provision of this Agreement is found to be invalid or unenforceable, such provision or any part thereof will be severed from this Agreement and the resultant remainder of this Agreement will remain in full force and effect.

6.14 Waiver

All remedies of the City will be cumulative and may be exercised by the City in any order or concurrently in case of any breach and each remedy may be exercised any number of times with respect to each breach. Waiver of or delay in the City exercising any or all remedies will not prevent the later exercise of any remedy for the same breach or any similar or different breach.

6.15 Sole Agreement

This Agreement, and any documents signed by the Owners contemplated by this Agreement (including, without limitation, the Housing Covenant), represent the whole agreement between the City and the Owner respecting the use and occupation of the Affordable Housing Units, and there are no warranties, representations, conditions or collateral agreements made by the City except as set forth in this Agreement. In the event of any conflict between this Agreement and the Housing Covenant, this Agreement shall, to the extent necessary to resolve such conflict, prevail.

6.16 Further Assurance

Upon request by the City the Owner will forthwith do such acts and execute such documents as may be reasonably necessary in the opinion of the City to give effect to this Agreement.

6.17 **Covenant Runs with the Lands**

This Agreement burdens and runs with the Lands and every parcel into which it is Subdivided in perpetuity PROVIDED HOWEVER it is the intention of the City and the Owner that this Agreement, once separate legal parcels are created and/or the Lands are Subdivided, is to charge and secure only the legal parcels or Subdivided Lands which contain the Affordable Housing Units. All of the covenants and agreements contained in this Agreement are made by the Owner for itself, its personal administrators, successors and assigns, and all persons who after the date of this Agreement, acquire an interest in the Lands.

6.18 **Equitable Remedies**

The Owner acknowledges and agrees that damages would be an inadequate remedy for the City for any breach of this Agreement and that the public interest strongly favours specific performance, injunctive relief (mandatory or otherwise), or other equitable relief, as the only adequate remedy for a default under this Agreement.

6.19 **No Joint Venture**

Nothing in this Agreement will constitute the Owner as the agent, joint venturer, or partner of the City or give the Owner any authority to bind the City in any way.

6.20 **Applicable Law**

Unless the context otherwise requires, the laws of British Columbia (including, without limitation, the *Residential Tenancy Act*) will apply to this Agreement and all statutes referred to herein are enactments of the Province of British Columbia.

6.21 **Deed and Contract**

By executing and delivering this Agreement the Owner intends to create both a contract and a deed executed and delivered under seal.

6.22 **Joint and Several**

If the Owner is comprised of more than one person, firm or body corporate, then the covenants, agreements and obligations of the Owner shall be joint and several.

6.23 **Limitation on Owner's Obligations**

The Owner is only liable for breaches of this Agreement that occur while the Owner is the registered owner of the Lands provided however that notwithstanding that the Owner is no longer the registered owner of the Lands, the Owner will remain liable for breaches of this Agreement that occurred while the Owner was the registered owner of the Lands.

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the day and year first above written.

0864227 B.C. LTD.

by its authorized signatory(ies):

Per: _____
Name:

Per: _____
Name:

CITY OF RICHMOND

by its authorized signatory(ies):

Per: _____
Malcolm D. Brodie, Mayor

Per: _____
David Weber, Corporate Officer

CITY OF RICHMOND
APPROVED for content by originating dept.
APPROVED for legality by Solicitor
DATE OF COUNCIL APPROVAL

Appendix A to Housing Agreement

STATUTORY DECLARATION

CANADA PROVINCE OF BRITISH COLUMBIA))))	IN THE MATTER OF A HOUSING AGREEMENT WITH THE CITY OF RICHMOND ("Housing Agreement")
--	------------------	---

TO WIT:

I, _____ of _____, British Columbia, do solemnly declare that:

1. I am the owner or authorized signatory of the owner of _____ (the "Affordable Housing Unit"), and make this declaration to the best of my personal knowledge.
2. This declaration is made pursuant to the Housing Agreement in respect of the Affordable Housing Unit.
3. For the period from _____ to _____, the Affordable Housing Unit was occupied only by the Eligible Tenants (as defined in the Housing Agreement) whose names and current addresses and whose employer's names and current addresses appear below:

[Names, addresses and phone numbers of Eligible Tenants and their employer(s)]

4. The rent charged each month for the Affordable Housing Unit is as follows:
 - (a) the monthly rent on the date 365 days before this date of this statutory declaration: \$_____ per month;
 - (b) the rent on the date of this statutory declaration: \$_____; and
 - (c) the proposed or actual rent that will be payable on the date that is 90 days after the date of this statutory declaration: \$_____.
5. I acknowledge and agree to comply with the Owner's obligations under the Housing Agreement, and other charges in favour of the City noted or registered in the Land Title Office against the land on which the Affordable Housing Unit is situated and confirm that the Owner has complied with the Owner's obligations under the Housing Agreement.

6. I make this solemn declaration, conscientiously believing it to be true and knowing that it is of the same force and effect as if made under oath and pursuant to the *Canada Evidence Act*.

DECLARED BEFORE ME at the City of)	
_____, in the Province of British)	
Columbia, this _____ day of)	
_____, 20____.)	
)	
)	
)	
_____)	_____
A Commissioner for Taking Affidavits in the)	DECLARANT
Province of British Columbia)	

PRIORITY AGREEMENT

In respect to a Housing Agreement (the "Housing Agreement") made pursuant to section 905 of the *Local Government Act* between the City of Richmond and **0864227 B.C. LTD.** (the "Owner") in respect to the lands and premises legally known and described as:

PID: 028-631-561

Lot C Section 31 Block 4 North Range 5 West NWD Plan EPP12978

(the "Lands")

PARALLEL LEGION SDN BHD (the "Chargeholder") is the holder of a Mortgage and Assignment of Rents encumbering the Lands which Mortgage and Assignment of Rents were registered in the Lower Mainland LTO under numbers BB331040, as modified by CA2697080, and BB331041, respectively ("the Bank Charges").

The Chargeholder, being the holder of the Bank Charges, by signing below, in consideration of the payment of Ten Dollars (\$10.00) and other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged and agreed to by the Chargeholder), hereby consents to the granting of the covenants in the Housing Agreement by the Owner and hereby covenants that the Housing Agreement shall bind the Bank Charges in the Lands and shall rank in priority upon the Lands over the Bank Charges as if the Housing Agreement had been signed, sealed and delivered and noted on title to the Lands prior to the Bank Charges and prior to the advance of any monies pursuant to the Bank Charges. The grant of priority is irrevocable, unqualified and without reservation or limitation.

PARALLEL LEGION SDN BHD

by its authorized signatory(ies):

Per: _____
Name:

Per: _____
Name:

PRIORITY AGREEMENT

In respect to a Housing Agreement (the "Housing Agreement") made pursuant to section 905 of the *Local Government Act* between the City of Richmond and **0864227 B.C. LTD.** (the "Owner") in respect to the lands and premises legally known and described as:

PID: 028-631-561

Lot C Section 31 Block 4 North Range 5 West NWD Plan EPP12978

(the "Lands")

TA DEVELOPMENT ONE (CANADA) LTD. (the "Chargeholder") is the holder of a Mortgage and Assignment of Rents encumbering the Lands which Mortgage and Assignment of Rents were registered in the Lower Mainland LTO under numbers BB1134744 and BB1134745, respectively ("the Bank Charges").

The Chargeholder, being the holder of the Bank Charges, by signing below, in consideration of the payment of Ten Dollars (\$10.00) and other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged and agreed to by the Chargeholder), hereby consents to the granting of the covenants in the Housing Agreement by the Owner and hereby covenants that the Housing Agreement shall bind the Bank Charges in the Lands and shall rank in priority upon the Lands over the Bank Charges as if the Housing Agreement had been signed, sealed and delivered and noted on title to the Lands prior to the Bank Charges and prior to the advance of any monies pursuant to the Bank Charges. The grant of priority is irrevocable, unqualified and without reservation or limitation.

TA DEVELOPMENT ONE (CANADA) LTD.

by its authorized signatory(ies):

Per: _____
Name:

Per: _____
Name:

PRIORITY AGREEMENT

In respect to a Housing Agreement (the "Housing Agreement") made pursuant to section 905 of the *Local Government Act* between the City of Richmond and **0864227 B.C. LTD.** (the "Owner") in respect to the lands and premises legally known and described as:

PID: 028-631-561

Lot C Section 31 Block 4 North Range 5 West NWD Plan EPP12978

(the "Lands")

HSBC BANK CANADA and **CANADIAN WESTERN BANK** (together, the "Chargeholder") is the holder of a Mortgage and Assignment of Rents encumbering the Lands which Mortgage and Assignment of Rents were registered in the Lower Mainland LTO under numbers CA2578488 and CA2578489, respectively ("the Bank Charges").

The Chargeholder, being the holder of the Bank Charges, by signing below, in consideration of the payment of Ten Dollars (\$10.00) and other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged and agreed to by the Chargeholder), hereby consents to the granting of the covenants in the Housing Agreement by the Owner and hereby covenants that the Housing Agreement shall bind the Bank Charges in the Lands and shall rank in priority upon the Lands over the Bank Charges as if the Housing Agreement had been signed, sealed and delivered and noted on title to the Lands prior to the Bank Charges and prior to the advance of any monies pursuant to the Bank Charges. The grant of priority is irrevocable, unqualified and without reservation or limitation.

HSBC BANK CANADA

by its authorized signatory(ies):

Per: _____
Name:

Per: _____
Name:

CANADIAN WESTERN BANK

by its authorized signatory(ies):

Per: _____
Name:

Per: _____
Name:



Market Rental Housing Agreement (10820 No. 5 Road) Bylaw No. 9123

The Council of the City of Richmond enacts as follows:

1. The Mayor and City Clerk for the City of Richmond are authorized to execute and deliver a market rental housing agreement, substantially in the form set out as Schedule A to this Bylaw, with the owner of the land legally described as:

PID: 028-631-561

Lot C Section 31 Block 4 North Range 5 West NWD
EPP 12978

2. This Bylaw is cited as “**Market Rental Housing Agreement (10820 No. 5 Road) Bylaw No. 9123**”.

FIRST READING

SECOND READING

THIRD READING

ADOPTED

_____	CITY OF RICHMOND
_____	APPROVED for content by originating dept.
_____	APPROVED for legality by Solicitor

MAYOR

CORPORATE OFFICER

Schedule A

to Market Rental Housing Agreement (10820 No. 5 Road) Bylaw 9123

MARKET RENTAL HOUSING AGREEMENT BETWEEN THE CITY OF RICHMOND
AND TOWNLINE GARDENS INC.

HOUSING AGREEMENT
(Section 905 *Local Government Act*)

THIS AGREEMENT is dated for reference the 12th day of March, 2014.

BETWEEN:

0864227 B.C. LTD., (Inc. No. 0864227),
a company duly incorporated under the laws of the Province of British
Columbia and having its registered office at 120 – 13575 Commerce
Parkway, Richmond, British Columbia, V6V 2L1

(the “Owner” as more fully defined in section 1.1 of this
Agreement)

AND:

CITY OF RICHMOND
a municipal corporation pursuant to the *Local Government Act* and
having its offices at 6911 No. 3 Road, Richmond, British
Columbia, V6Y 2C1

(the “City” as more fully defined in section 1.1 of this Agreement)

WHEREAS:

- A. Section 905 of the *Local Government Act* permits the City to enter into and, by legal notation on title, note on title to lands, housing agreements which may include, without limitation, conditions in respect to the form of tenure of housing units;
- B. The Owner is the registered owner of the Lands (as hereinafter defined);
- C. As a condition of adopting Zoning Text Amendment Bylaw 9112 (ZT14-656053), the Owner is required to register the City’s Housing Agreement to secure at least one hundred and forty-four (144) Dwelling Units, (as hereinafter defined), being constructed on the Lands for market rental purposes in perpetuity and to also provide that the Owner shall not apply for subdivision by way of strata plan of all or any portion of the Lands; and
- D. The Owner and the City wish to enter into this Agreement (as hereinafter defined) to provide the Dwelling Units (as hereinafter defined) on the terms and conditions set out in this Agreement.

In consideration of \$10.00 and other good and valuable consideration (the receipt and sufficiency of which is acknowledged by both parties), and in consideration of the promises exchanged below, the Owner and the City covenant and agree as follows:

ARTICLE 1 DEFINITIONS AND INTERPRETATION

1.1 In this Agreement the following words have the following meanings:

- (a) **"Agreement"** means this agreement together with all schedules, attachments and priority agreements attached hereto;
- (b) **"City"** means the City of Richmond;
- (c) **"Dwelling Unit"** means a residential dwelling unit or units located or to be located on the Lands;
- (d) **"Housing Covenant"** means the agreements, covenants and charges granted by the Owner to the City (which includes covenants pursuant to section 219 of the *Land Title Act*) charging the Lands registered on the ____ day of ____, 2011 under number ____, as it may be amended or replaced from time to time;
- (e) **"Interpretation Act"** means the *Interpretation Act*, R.S.B.C. 1996, Chapter 238 together with all amendments thereto and replacements thereof;
- (h) **"Land Title Act"** means the *Land Title Act*, R.S.B.C. 1996, Chapter 250 together with all amendments thereto and replacements thereof;
- (i) **"Lands"** means the following lands and premises situate in the City of Richmond and any part, including a building or a portion of a building, into which said land is Subdivided:

PID: 028-631-561

Lot C Section 31 Block 4 North Range 5 West NWD Plan EPP12978
- (j) **"Local Government Act"** means the *Local Government Act*, R.S.B.C. 1996, Chapter 323 together with all amendments thereto and replacements thereof;
- (k) **"LTO"** means the New Westminster Land Title Office or its successor;
- (l) **"Market Rent"** means the amount of rent that a willing tenant would pay to a willing landlord for the rental of a comparable unit with comparable amenities in a comparable location for a comparable period of time;

- (m) **"Owner"** means the party described on page 1 of this Agreement as the Owner and any subsequent owner of the Lands or of any part into which the Lands are Subdivided, and includes any person who is a registered owner in fee simple of a Dwelling Unit from time to time;
- (n) **"Real Estate Development Marketing Act"** means the *Real Estate Development Marketing Act*, S.B.C. 2004, Chapter 41 together with all amendments thereto and replacements thereof;
- (o) **"Residential Tenancy Act"** means the *Residential Tenancy Act*, S.B.C. 2002, Chapter 78 together with all amendments thereto and replacements thereof;
- (p) **"Strata Property Act"** means *Strata Property Act* S.B.C. 1998, Chapter 43 together with all amendments thereto and replacements thereof;
- (q) **"Subdivide"** means to divide, apportion, consolidate or subdivide the Lands, or the ownership or right to possession or occupation of the Lands into two or more lots, strata lots, parcels, parts, portions or shares, whether by plan, descriptive words or otherwise, under the *Land Title Act*, the *Strata Property Act*, or otherwise, and includes the creation, conversion, organization or development of "cooperative interests" or "shared interest in land" as defined in the *Real Estate Development Marketing Act*;
- (r) **"Tenancy Agreement"** means a written tenancy agreement, lease, license or other agreement granting rights to occupy a Dwelling Unit for a term; and
- (s) **"Tenant"** means an occupant or occupants of a Dwelling Unit by way of a Tenancy Agreement. A Tenant does not include the Owner or the Owner's family members or any guest of the Owner.

1.2 In this Agreement:

- (a) reference to the singular includes a reference to the plural, and *vice versa*, unless the context requires otherwise;
- (b) article and section headings have been inserted for ease of reference only and are not to be used in interpreting this Agreement;
- (c) if a word or expression is defined in this Agreement, other parts of speech and grammatical forms of the same word or expression have corresponding meanings;
- (d) reference to any enactment includes any regulations, orders or directives made under the authority of that enactment;
- (e) reference to any enactment is a reference to that enactment as consolidated, revised, amended, re-enacted or replaced, unless otherwise expressly provided;

- (f) the provisions of section 25 of the *Interpretation Act* with respect to the calculation of time apply;
- (g) time is of the essence;
- (h) all provisions are to be interpreted as always speaking;
- (i) reference to a "party" is a reference to a party to this Agreement and to that party's respective successors, assigns, trustees, administrators and receivers. Wherever the context so requires, reference to a "party" also includes an Eligible Tenant, agent, officer and invitee of the party;
- (j) reference to a "day", "month", "quarter" or "year" is a reference to a calendar day, calendar month, calendar quarter or calendar year, as the case may be, unless otherwise expressly provided; and
- (k) where the word "including" is followed by a list, the contents of the list are not intended to circumscribe the generality of the expression preceding the word "including".

ARTICLE 2 USE AND OCCUPANCY OF DWELLING UNITS

- 2.1 Notwithstanding that the Owner may be otherwise entitled, the Owner agrees that each of the one hundred and forty-four (144) Dwelling Units being constructed on the Lands may only be:
- (a) occupied by a Tenant pursuant to a Tenancy Agreement and that no Dwelling Unit may be occupied by the Owner, the Owner's family members or any guest of the Owner; and
 - (b) used for the provision of housing at Market Rent in perpetuity in accordance with this Agreement.
- 2.2 Notwithstanding that the Owner may be otherwise entitled, the Owner shall not apply for stratification (subdivision by way of strata plan) of all or any portion of the Lands.
- 2.3 The Owner will not cause or permit the beneficial or registered title to any of the Dwelling Units to be sold or otherwise transferred, other than pursuant to a Tenancy Agreement, unless title to the Lands is sold or otherwise transferred to the same beneficial and legal owner.
- 2.4 Within 30 days after receiving a request in writing from the City, the Owner or its property manager shall provide the City with a statutory declaration in the form attached as Appendix A confirming that all Dwelling Units are being used for the provision of housing at Market Rent in accordance with this Agreement.

- 2.5 The Owner will not permit a Tenancy Agreement to be subleased or assigned unless the proposed Tenant enters into a new Tenancy Agreement with the Owner.
- 2.6 The Owner shall not rent, lease, license or otherwise permit occupancy of any Dwelling Unit except to a Tenant and the Dwelling Unit will be used or occupied only pursuant to a Tenancy Agreement.
- 2.7 The Owner shall not apply for stratification (subdivision by way of strata plan) of all or any portion of the Lands.

ARTICLE 3 DEMOLITION OF A DWELLING UNIT

- 3.1 The Owner will not demolish a Dwelling Unit unless:
 - (a) the Owner has obtained the written opinion of a professional engineer or architect who is at arm's length to the Owner that it is no longer reasonable or practical to repair or replace any structural component of the Dwelling Unit, and the Owner has delivered to the City a copy of the engineer's or architect's report; or
 - (b) the Dwelling Unit is damaged or destroyed, to the extent of 40% or more of its value above its foundations, as determined by the City in its sole discretion,and, in each case, a demolition permit for the Dwelling Unit has been issued by the City and the Dwelling Unit has been demolished under that permit.
- 3.2 Following demolition, the Owner will use and occupy any replacement Dwelling Unit in compliance with this Agreement and the Housing Covenant both of which will apply to any replacement Dwelling Unit to the same extent and in the same manner as those agreements apply to the original Dwelling Unit, and the Dwelling Unit must be approved by the City as a Dwelling Unit in accordance with this Agreement.

ARTICLE 4 DEFAULT AND REMEDIES

- 4.1 The Owner acknowledges and agrees that a default by the Owner of any of its promises, covenants, representations or warranties set-out in the Housing Covenant shall also constitute a default under this Agreement.

- 4.2 The Owner agrees that damages may be an inadequate remedy for the City for any breach by the Owner of its obligations under this Agreement and the Owner agrees that the City is entitled to seek and obtain an order for specific performance, or a prohibitory or mandatory injunction, in order to compel performance by the Owner of its obligations under this Agreement.

ARTICLE 5 MISCELLANEOUS

5.1 Housing Agreement

The Owner acknowledges and agrees that:

- (a) this Agreement includes a housing agreement entered into under section 905 of the *Local Government Act*;
- (b) the City may file notice of this Agreement in the LTO against the title to the Lands; and
- (c) if notice of this Agreement is filed in the LTO as a notice under section 905 of the *Local Government Act* prior to the Lands having been Subdivided, and as it is the intention of the City and the Owner that this Agreement is, once separate legal parcels are created and/or the Lands are Subdivided, to charge and secure only the legal parcels or Subdivided Lands which contain the Dwelling Units, then the City Solicitor shall be entitled, without further City Council approval, authorization or bylaw, to partially discharge this Agreement accordingly and to cause the release of the notice of this Agreement from those portions of the Lands which do not contain any Dwelling Units. The Owner acknowledges and agrees that notwithstanding a partial discharge of this Agreement, this Agreement shall be and remain in full force and effect and, but for the partial discharge, otherwise unamended.

5.2 Modification

Subject to section 5.1 of this Agreement, this Agreement may be modified or amended from time to time, by consent of the Owner and a bylaw duly passed by the Council of the City and thereafter if it is signed by the City and the Owner.

5.3 Management

The Owner covenants and agrees that it will furnish good and efficient management of the Dwelling Units. The Owner further covenants and agrees that it will maintain or cause to be maintained the Dwelling Units in a good state of repair and fit for habitation and will comply with all laws, including health and safety standards applicable to the Lands. Notwithstanding the foregoing, the Owner acknowledges and agrees that the

City, in its absolute discretion, may require the Owner, at the Owner's expense, to hire a person or company with the skill and expertise to manage the Dwelling Units.

5.4 **Indemnity**

The Owner will indemnify, protect and save harmless the City and each of its elected officials, officers, directors, and agents, and their heirs, executors, administrators, personal representatives, successors and assigns, from and against all claims, demands, actions, loss, damage, costs and liabilities, which all or any of them will or may be liable for or suffer or incur or be put to by reason of or arising out of:

- (a) any negligent act or omission of the Owner, or its officers, directors, agents, contractors or other persons for whom at law the Owner is responsible relating to this Agreement;
- (b) the construction, maintenance, repair, ownership, lease, license, operation, management or financing of the Lands or any Dwelling Unit or the enforcement of any Tenancy Agreement; and/or
- (c) without limitation, any legal or equitable wrong on the part of the Owner or any breach of this Agreement by the Owner.

5.5 **Release**

The Owner hereby releases and forever discharges the City and each of its elected officials, officers, directors, and agents, and its and their heirs, executors, administrators, personal representatives, successors and assigns, from and against all claims, demands, damages, actions, or causes of action by reason of or arising out of or which would or could not occur but for the:

- (a) construction, maintenance, repair, ownership, lease, license, operation or management of the Lands or any Dwelling Unit under this Agreement; and/or
- (b) the exercise by the City of any of its rights under this Agreement or an enactment.

5.6 **Survival**

The obligations of the Owner set out in this Agreement will survive termination or discharge of this Agreement.

5.7 **Priority**

The Owner will do everything necessary, at the Owner's expense, to ensure that this Agreement, if required by the City Solicitor, will be noted against title to the Lands in priority to all financial charges and encumbrances which may have been registered or are pending registration against title to the Lands save and except those specifically approved

in advance in writing by the City Solicitor or in favour of the City, and that a notice under section 905(5) of the *Local Government Act* will be filed on the title to the Lands;

5.8 **City's Powers Unaffected**

This Agreement does not:

- (a) affect or limit the discretion, rights, duties or powers of the City under any enactment or at common law, including in relation to the use or subdivision of the Lands;
- (b) impose on the City any legal duty or obligation, including any duty of care or contractual or other legal duty or obligation, to enforce this Agreement;
- (c) affect or limit any enactment relating to the use or subdivision of the Lands; or
- (d) relieve the Owner from complying with any enactment, including in relation to the use or subdivision of the Lands.

5.9 **Agreement for Benefit of City Only**

The Owner and the City agree that:

- (a) this Agreement is entered into only for the benefit of the City;
- (b) this Agreement is not intended to protect the interests of the Owner, any Tenant, or any future owner, lessee, occupier or user of the Lands or the building or any portion thereof, including any Dwelling Unit; and
- (c) the City may at any time execute a release and discharge of this Agreement, without liability to anyone for doing so, and without obtaining the consent of the Owner.

5.10 **No Public Law Duty**

Where the City is required or permitted by this Agreement to form an opinion, exercise a discretion, express satisfaction, make a determination or give its consent, the Owner agrees that the City is under no public law duty of fairness or natural justice in that regard and agrees that the City may do any of those things in the same manner as if it were a private party and not a public body.

5.11 **Notice**

Any notice required to be served or given to a party herein pursuant to this Agreement will be sufficiently served or given if delivered, to the postal address of the Owner set out in the records at the LTO, and in the case of the City addressed:

To: Clerk, City of Richmond
6911 No. 3 Road
Richmond, BC V6Y 2C1

And to: City Solicitor
City of Richmond
6911 No. 3 Road
Richmond, BC V6Y 2C1

or to the most recent postal address provided in a written notice given by each of the parties to the other. Any notice which is delivered is to be considered to have been given on the first day after it is dispatched for delivery.

5.12 Enuring Effect

This Agreement will extend to and be binding upon and enure to the benefit of the parties hereto and their respective successors and permitted assigns.

5.13 Severability

If any provision of this Agreement is found to be invalid or unenforceable such provision or any part thereof will be severed from this Agreement and the resultant remainder of this Agreement will remain in full force and effect.

5.14 Waiver

All remedies of the City will be cumulative and may be exercised by the City in any order or concurrently in case of any breach and each remedy may be exercised any number of times with respect to each breach. Waiver of or delay in the City exercising any or all remedies will not prevent the later exercise of any remedy for the same breach or any similar or different breach.

5.15 Sole Agreement

This Agreement, and any documents signed by the Owners contemplated by this Agreement (including, without limitation, the Housing Covenant), represent the whole agreement between the City and the Owner respecting the use and occupation of the Dwelling Units, and there are no warranties, representations, conditions or collateral agreements made by the City except as set forth in this Agreement. In the event of any conflict between this Agreement and the Housing Covenant, this Agreement shall, to the extent necessary to resolve such conflict, prevail.

5.16 Further Assurance

Upon request by the City the Owner will forthwith do such acts and execute such documents as may be reasonably necessary in the opinion of the City to give effect to this Agreement.

5.17 Covenant Runs with the Lands

This Agreement burdens and runs with the Lands and every parcel into which it is Subdivided in perpetuity PROVIDED HOWEVER it is the intention of the City and the Owner that this Agreement, once separate legal parcels are created and/or the Lands are Subdivided, is to charge and secure only the legal parcels or Subdivided Lands which contain the Dwelling Units. All of the covenants and agreements contained in this Agreement are made by the Owner for itself, its personal administrators, successors and assigns, and all persons who after the date of this Agreement, acquire an interest in the Lands.

5.18 Equitable Remedies

The Owner acknowledges and agrees that damages would be an inadequate remedy for the City for any breach of this Agreement and that the public interest strongly favours specific performance, injunctive relief (mandatory or otherwise), or other equitable relief, as the only adequate remedy for a default under this Agreement.

5.19 Limitation on Owner's Obligations

The Owner is only liable for breaches of this Agreement that occur while the Owner is the registered owner of the Lands provided however that notwithstanding that the Owner is no longer the registered owner of the Lands, the Owner will remain liable for breaches of this Agreement that occurred while the Owner was the registered owner of the Lands.

5.20 No Joint Venture

Nothing in this Agreement will constitute the Owner as the agent, joint venturer, or partner of the City or give the Owner any authority to bind the City in any way.

5.21 Applicable Law

Unless the context otherwise requires, the laws of British Columbia (including, without limitation, the *Residential Tenancy Act*) will apply to this Agreement and all statutes referred to herein are enactments of the Province of British Columbia.

5.22 Deed and Contract

By executing and delivering this Agreement the Owner intends to create both a contract and a deed executed and delivered under seal.

5.23 **Joint and Several**

If the Owner is comprised of more than one person, firm or body corporate, then the covenants, agreements and obligations of the Owner shall be joint and several.

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the day and year first above written.

0864227 B.C. LTD.

by its authorized signatory(ies):

Per: _____

Per: _____

CITY OF RICHMOND

by its authorized signatories:

Per:

Malcolm D. Brodie, Mayor

David Weber, Corporate Officer

CITY OF RICHMOND
APPROVED for content by originating dept.
APPROVED for legality by Solicitor
DATE OF COUNCIL APPROVAL

STATUTORY DECLARATION

TO WIT:

1. I am the owner or authorized signatory of the owner, or authorized agent of the owner of _____ (the "Lands"), and make this declaration to the best of my personal knowledge.
2. This declaration is made pursuant to the Housing Agreement in respect of the Lands notice of which is registered on title to the Lands under registration number _____.
3. For the period from _____ to _____ all the Dwelling Units (as defined in the Housing Agreement) on the Lands were being used solely for the provision of housing for Tenants (as defined in the Housing Agreement) at Market Rent (as defined in the Housing Agreement).
4. I make this solemn declaration, conscientiously believing it to be true and knowing that it is of the same force and effect as if made under oath and pursuant to the *Canada Evidence Act*.

DECLARED BEFORE ME at the City of)
Richmond, in the Province of British Columbia,)
this _____ day of _____, 2014.)
))
))
A Commissioner for Taking Affidavits in the)
Province of British Columbia)

_____)
DECLARANT)

PRIORITY AGREEMENT

In respect to a Housing Agreement (the "Housing Agreement") made pursuant to section 905 of the *Local Government Act* between the City of Richmond and **0864227 B.C. LTD.** (the "Owner") in respect to the lands and premises legally known and described as:

PID: 028-631-561

Lot C Section 31 Block 4 North Range 5 West NWD Plan EPP12978

(the "Lands")

PARALLEL LEGION SDN BHD (the "Chargeholder") is the holder of a Mortgage and Assignment of Rents encumbering the Lands which Mortgage and Assignment of Rents were registered in the Lower Mainland LTO under numbers BB331040, as modified by CA2697080, and BB331041, respectively ("the Bank Charges").

The Chargeholder, being the holder of the Bank Charges, by signing below, in consideration of the payment of Ten Dollars (\$10.00) and other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged and agreed to by the Chargeholder), hereby consents to the granting of the covenants in the Housing Agreement by the Owner and hereby covenants that the Housing Agreement shall bind the Bank Charges in the Lands and shall rank in priority upon the Lands over the Bank Charges as if the Housing Agreement had been signed, sealed and delivered and noted on title to the Lands prior to the Bank Charges and prior to the advance of any monies pursuant to the Bank Charges. The grant of priority is irrevocable, unqualified and without reservation or limitation.

PARALLEL LEGION SDN BHD

by its authorized signatory(ies):

Per: _____
Name:

Per: _____
Name:

PRIORITY AGREEMENT

In respect to a Housing Agreement (the "Housing Agreement") made pursuant to section 905 of the *Local Government Act* between the City of Richmond and **0864227 B.C. LTD.** (the "Owner") in respect to the lands and premises legally known and described as:

PID: 028-631-561

Lot C Section 31 Block 4 North Range 5 West NWD Plan EPP12978

(the "Lands")

TA DEVELOPMENT ONE (CANADA) LTD. (the "Chargeholder") is the holder of a Mortgage and Assignment of Rents encumbering the Lands which Mortgage and Assignment of Rents were registered in the Lower Mainland LTO under numbers BB1134744 and BB1134745, respectively ("the Bank Charges").

The Chargeholder, being the holder of the Bank Charges, by signing below, in consideration of the payment of Ten Dollars (\$10.00) and other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged and agreed to by the Chargeholder), hereby consents to the granting of the covenants in the Housing Agreement by the Owner and hereby covenants that the Housing Agreement shall bind the Bank Charges in the Lands and shall rank in priority upon the Lands over the Bank Charges as if the Housing Agreement had been signed, sealed and delivered and noted on title to the Lands prior to the Bank Charges and prior to the advance of any monies pursuant to the Bank Charges. The grant of priority is irrevocable, unqualified and without reservation or limitation.

TA DEVELOPMENT ONE (CANADA) LTD.

by its authorized signatory(ies):

Per: _____
Name:

Per: _____
Name:

PRIORITY AGREEMENT

In respect to a Housing Agreement (the "Housing Agreement") made pursuant to section 905 of the *Local Government Act* between the City of Richmond and **0864227 B.C. LTD.** (the "Owner") in respect to the lands and premises legally known and described as:

PID: 028-631-561

Lot C Section 31 Block 4 North Range 5 West NWD Plan EPP12978

(the "Lands")

HSBC BANK CANADA and **CANADIAN WESTERN BANK** (together, the "Chargeholder") is the holder of a Mortgage and Assignment of Rents encumbering the Lands which Mortgage and Assignment of Rents were registered in the Lower Mainland LTO under numbers CA2578488 and CA2578489, respectively ("the Bank Charges").

The Chargeholder, being the holder of the Bank Charges, by signing below, in consideration of the payment of Ten Dollars (\$10.00) and other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged and agreed to by the Chargeholder), hereby consents to the granting of the covenants in the Housing Agreement by the Owner and hereby covenants that the Housing Agreement shall bind the Bank Charges in the Lands and shall rank in priority upon the Lands over the Bank Charges as if the Housing Agreement had been signed, sealed and delivered and noted on title to the Lands prior to the Bank Charges and prior to the advance of any monies pursuant to the Bank Charges. The grant of priority is irrevocable, unqualified and without reservation or limitation.

HSBC BANK CANADA

by its authorized signatory(ies):

Per: _____
Name:

Per: _____
Name:

CANADIAN WESTERN BANK

by its authorized signatory(ies):

Per: _____
Name:

Per: _____
Name:



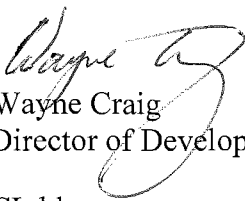
City of Richmond

Report to Committee Planning and Development Department

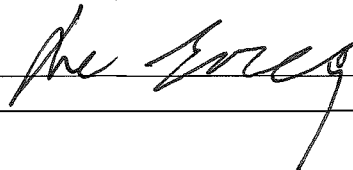
To: Planning Committee
From: Wayne Craig
Director of Development
Date: March 24, 2014
File: RZ 13-650094
Re: Application by Kulwant K. Bhullar for Rezoning at 11440 and
11460 Seabrook Crescent from Two-Unit Dwellings (RD1) to Single Detached
(RS2/C)

Staff Recommendation

That Richmond Zoning Bylaw 8500, Amendment Bylaw 9133, for the rezoning of 11440 and 11460 Seabrook Crescent from "Two-Unit Dwellings (RD1)" to "Single Detached (RS2/C)", be introduced and given first reading.


Wayne Craig
Director of Development

CL:blg
Att.

REPORT CONCURRENCE		
ROUTED TO:	CONCURRENCE	CONCURRENCE OF GENERAL MANAGER
Affordable Housing	<input checked="" type="checkbox"/>	

Staff Report

Origin

Kulwant K. Bhullar has applied to the City of Richmond for permission to rezone the property at 11440 and 11460 Seabrook Crescent from “Two-Unit Dwellings (RD1)” to “Single Detached (RS2/C)”, to permit the property to be subdivided to create two (2) lots (**Attachment 1**). There is currently a duplex on the property, which will be demolished. A preliminary subdivision plan associated with this development proposal is included in **Attachment 2**.

Findings of Fact

A Development Application Data Sheet providing details about the development proposal is attached (**Attachment 3**).

Surrounding Development

Existing development immediately surrounding the subject site is as follows:

- To the north and west, immediately across Seabrook Crescent, are dwellings on large lots zoned “Single Detached (RS1/E)”.
- To the east and south, are dwellings on large lots zoned “Single Detached (RS1/E)”.

Related Policies & Studies

2041 OCP Designation

There is no Area Plan for this neighbourhood. The 2041 OCP land use designation for the subject site is “Neighbourhood Residential”. The proposed rezoning and subdivision is redevelopment is consistent with this designation.

Lot Size Policy 5434

The subject property is located within the area governed by Lot Size Policy 5434, adopted by City Council in 1990, and amended in 1991 and 2006 (**Attachment 4**). The Lot Size Policy permits properties on specific sections of Williams Road, No. 5 Road, and Steveston Highway to rezone and subdivide to compact lots, and permits the majority of lots within the Policy area to subdivide in accordance with the “Single Detached (RS1/E)” zone.

The subject site contains duplex. The zoning amendment provisions of Richmond Zoning Bylaw 8500 indicate that the Lot Size Policy does not apply to a rezoning application on a site that contains a duplex and that is intended to be subdivided into no more than two (2) lots.

This redevelopment proposal would result in a subdivision to create two (2) lots; each approximately 18 m wide and between 435 m² to 453 m² in area.

Potential exists for other large-sized lots in the area that contain a duplex to redevelop in a similar manner.

Affordable Housing Strategy

For single-family rezoning applications, Richmond's Affordable Housing Strategy requires a secondary suite within a dwelling on 50% of new lots created through rezoning and subdivision, or a cash-in-lieu contribution of \$1.00/ft² of total building area towards the City's Affordable Housing Reserve Fund.

The applicant proposes to provide a legal secondary suite in the dwelling on one (1) of the two (2) lots proposed at the subject site. To ensure that the secondary suite is built to the satisfaction of the City in accordance with the City's Affordable Housing Strategy, the applicant is required to enter into a legal agreement registered on Title, stating that no final Building Permit inspection will be granted until the secondary suite is constructed to the satisfaction of the City in accordance with the BC Building Code and the City's Zoning Bylaw. Registration of the legal agreement is required prior to final adoption of the rezoning bylaw. This agreement will be discharged from Title (at the initiation of the applicant) on the lot where the secondary suite is not required by the Affordable Housing Strategy after the requirements are satisfied.

Should the applicant change their mind prior to rezoning adoption about the affordable housing option selected, a voluntary contribution to the City's Affordable Housing Reserve Fund in-lieu of providing the secondary suite will be accepted. In this case, the voluntary contribution would be required to be submitted prior to final adoption of the rezoning bylaw, and would be based on \$1.00/ft² of total building area of the single detached dwellings to be constructed (i.e., \$5,257).

Public Input

There have been no concerns expressed by the public about the development proposal in response to the placement of the rezoning sign on the property.

Staff Comments

Background

The subject property is located on the east side of Seabrook Crescent, between Seabay Road and Williams Road. This proposal is to rezone the subject property to enable the creation of two (2) medium-sized lots from an existing large lot containing a duplex, with the resulting lots being similar in width to other lots in the immediate surrounding area.

Trees & Landscaping

A Tree Survey and Certified Arborist's Report have been submitted by the applicant. The Survey and Report identify one (1) bylaw-sized Plum tree on the subject property. The report identifies tree species, assesses the condition of the tree, and provides recommendations on tree retention and removal relative to the development proposal. The proposed Tree Retention Plan is shown in **Attachment 5**.

The City's Tree Preservation Coordinator has reviewed the Arborist's Report, conducted an on-site visual tree assessment, and concurs with the Arborist's recommendations to remove the bylaw-sized Plum tree (Tree # 1) on the subject property due to very poor condition, extensive decay, and signs of failure.

Consistent with Council policies, the applicant has agreed to plant and maintain two (2) trees on each of the proposed lots, for a total of four (4) trees (minimum 6 cm deciduous caliper or 3 m high conifer). Suitable native and non-native tree species for planting on the proposed lots include Cornelian Cherry (*Cornus mas*), Weeping Nootka Cypress (*Chamaecyparis nootkatensis pendula*), Pacific Dogwood (*Cornus nuttalli*), and Paper Birch (*Betula papyrifera*), as recommended by the project arborist and the City's Tree Protection division staff.

To ensure that two (2) trees are planted and maintained on the proposed south lot, the applicant is required to submit a landscaping security in the amount of \$1,000 (\$500/tree) prior to final adoption of the rezoning bylaw. Further information on the landscaping security for the (2) trees to be planted and maintained on the proposed corner lot (north lot) is described below.

Preliminary Architectural Elevation Plans & Landscape Plan

To illustrate how the future corner lot interface will be treated, the applicants have submitted preliminary architectural plans of the proposed building elevations (**Attachment 6**). Prior to final adoption of the rezoning bylaw, the applicant is required to register a legal agreement on Title to ensure that the building design for the proposed corner lot is generally consistent with the attached architectural elevation plans. Future Building Permit plans must comply with all City regulations, and staff will ensure that the plans are generally consistent with the registered legal agreement for building design.

To ensure that two (2) trees proposed by the applicant are planted, and that the front and exterior side yards of the proposed corner lot are enhanced, the applicant must submit the following prior to final adoption of the rezoning bylaw:

- A Landscape Plan and cost estimate, prepared by a registered Landscape Architect, to the satisfaction of the Director of Development.
- A Landscaping Security in the amount of 100% of the cost estimate (including trees, fencing, paving surfaces, and installation costs).

The Landscape Plan must address the following items:

- Include the two (2) trees proposed by the applicant.
- All front yard and exterior side yard areas must be planted with a variety of suitable native and non-native species and a combination of lawn, flower beds, flowering shrubs and ground cover to provide seasonal interest and water permeability (note: continuous hedges are not permitted in the front yard or exterior side yard).
- If individual shrubs are proposed in the front and exterior side yards, they must be of a low height that will not exceed 1.2 m at maturity, and must be located behind any fencing that is proposed.
- If fencing is proposed in the front and exterior side yards, it must be limited to a maximum height of 1.2 m (4 ft.), must be picket, wicket or post-rail rather than solid panel, and should be setback from the front and exterior lot lines if possible. If fencing is proposed, it should incorporate flower beds, flowering shrubs and other low-lying landscaping to provide improved articulation.

Existing Covenants

There is an existing covenant registered on title of the subject lot, which restricts the use of the property to a duplex (i.e., BE036856), which must be discharged from title by the applicant prior to final adoption of the rezoning bylaw.

Flood Management

Prior to final adoption of the rezoning bylaw, the applicant is required to register a flood indemnity covenant on title. The minimum flood construction level is a minimum of 0.3 m above the highest elevation of the crown of Seabrook Crescent.

Existing Utility Right-of-Way

There is an existing 3 m wide utility right-of-way (ROW) registered on Title that runs east-west along the south property line of the subject property. The applicant has been advised that no encroachment into the ROW is permitted. This includes no building construction, planting of trees, placement of fill and non-cast-in-place retaining walls above 0.9 m in height.

Site Servicing & Vehicle Access

There are no servicing concerns with the proposed rezoning.

Vehicle access to the proposed south lot is to be from Seabrook Crescent to the west. Vehicle access to the proposed corner lot (north lot) must be located to comply with the Residential Lot (Vehicular) Access Regulation Bylaw No. 7222 (i.e. 12 m to 15 m from the curb at the corner).

Subdivision and Building Permit Stage

At subdivision stage, the applicant is required to pay servicing costs and pre-payment of the current year's property taxes.

At Building Permit stage, the applicant will be required to complete the following service connection works:

- Construct a sanitary sewer connection complete with an inspection chamber within the City boulevard along the west side of the subject site, from the common property line of the proposed lots to the south property line, and connect to the existing sanitary sewer.

Analysis

The subject site is located in an established residential area consisting mainly of single detached housing.

This development proposal is consistent with the zoning amendment provisions of Richmond Zoning Bylaw 8500, which permit a rezoning application on a site that contains a duplex and that is intended to be subdivided into no more than two (2) lots.

Potential exists for other large-sized lots in the area that contain a duplex to redevelop in a similar manner.

Financial Impact

None.

Conclusion

This rezoning application to permit subdivision of an existing large lot containing a duplex into two (2) medium-sized lots complies with applicable policies and land use designations contained within the OCP, and with Richmond Zoning Bylaw 8500.

The list of rezoning considerations is included in **Attachment 7**, which has been agreed to by the applicant (signed concurrence on file).

On this basis, staff recommends support for the application. It is recommended that Zoning Bylaw 8500, Amendment Bylaw 9133 be introduced and given first reading.



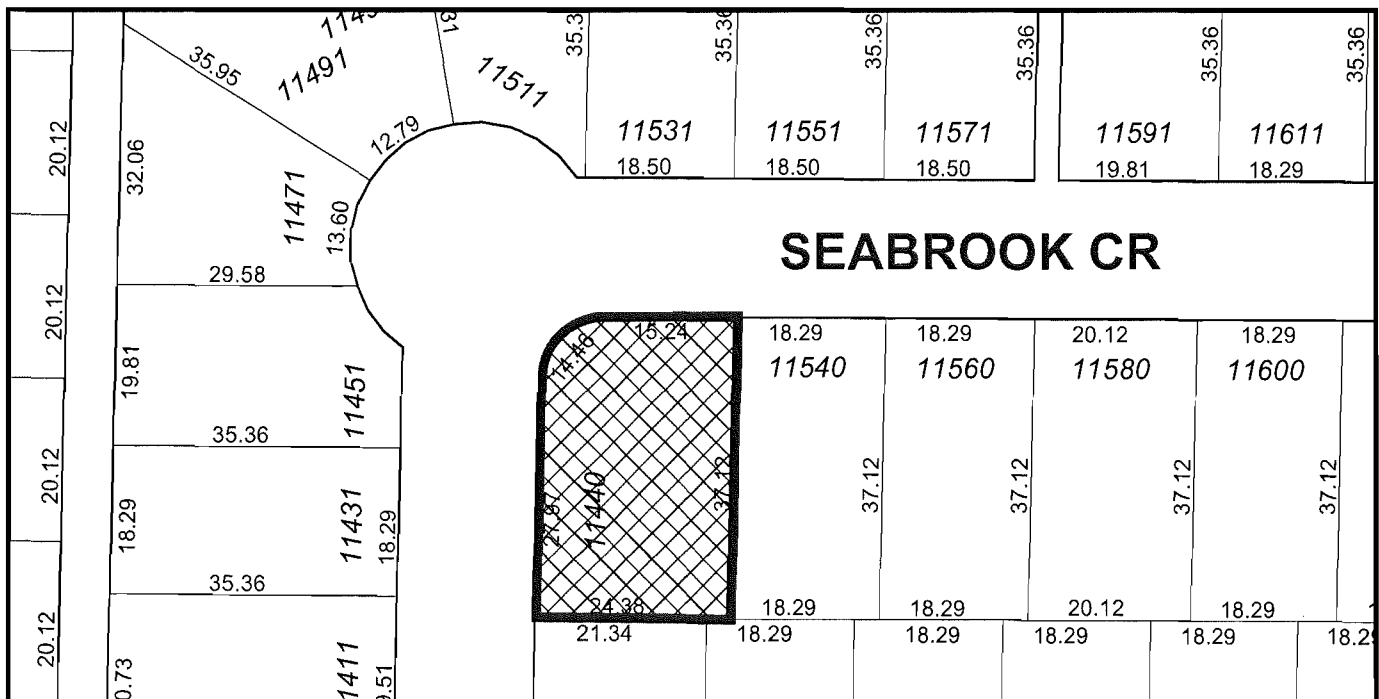
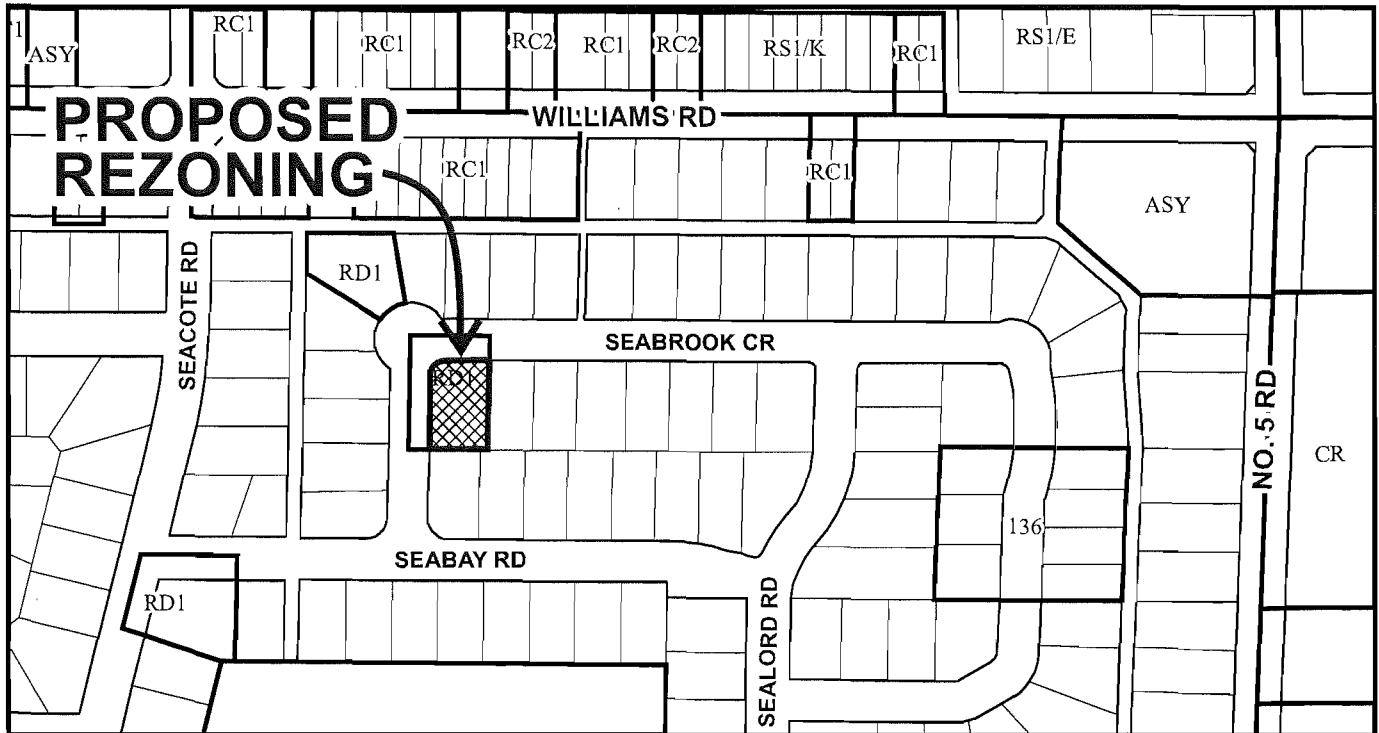
Cynthia Lussier
Planning Technician
(604-276-4108)

CL:blg

- Attachment 1: Location Map/Aerial Photo
- Attachment 2: Preliminary Subdivision Plan
- Attachment 3: Development Application Data Sheet
- Attachment 4: Lot Size Policy 5434
- Attachment 5: Proposed Tree Retention Plan
- Attachment 6: Preliminary Architectural Elevation Plans
- Attachment 7: Rezoning Considerations Concurrence



City of Richmond



RZ 13-650094

PLN - 88

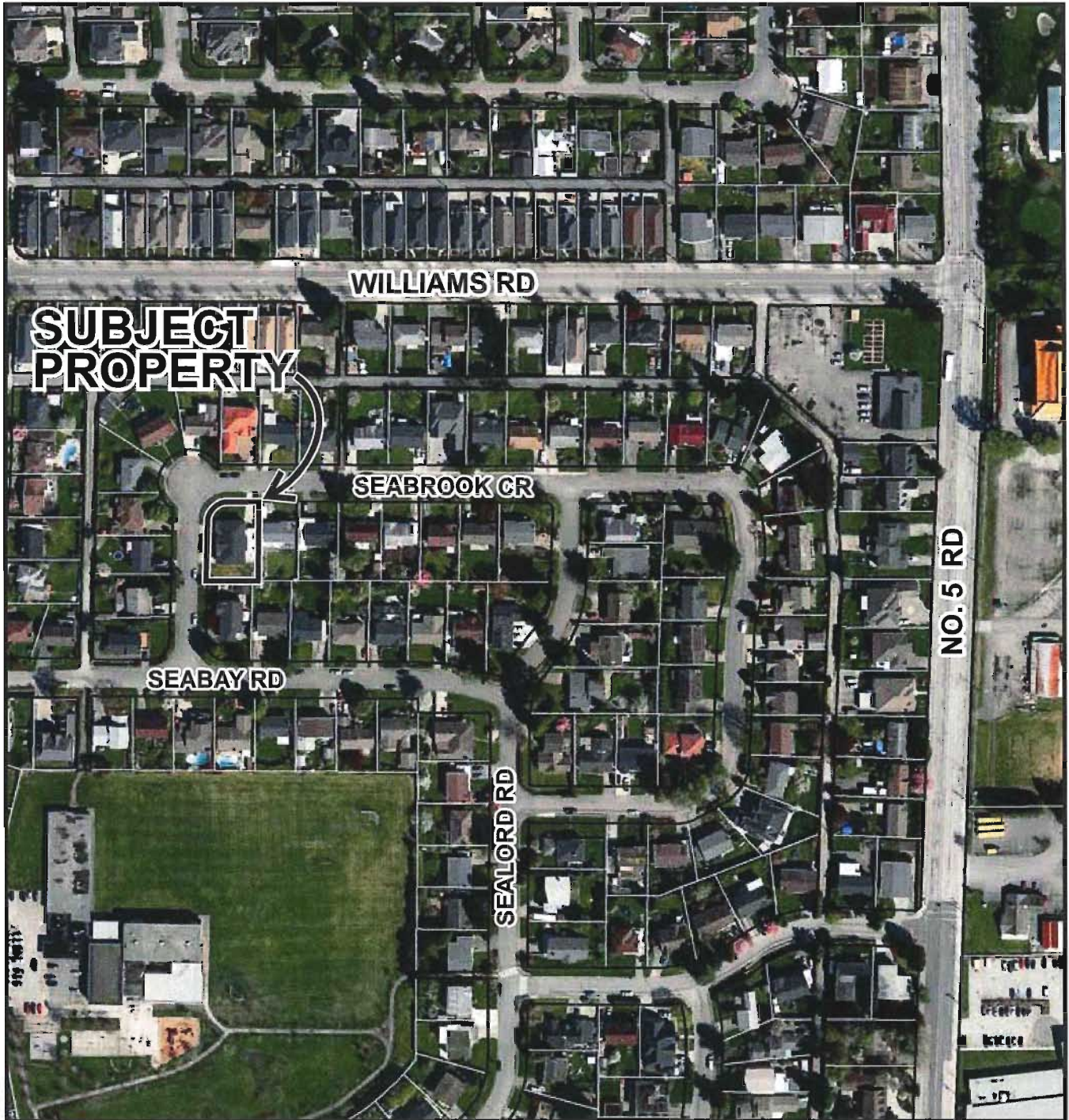
Original Date: 03/24/14

Revision Date:

Note: Dimensions are in METRES



City of
Richmond



RZ 13-650094

Original Date: 03/24/14

Revision Date:

Note: Dimensions are in METRES

PLN - 89

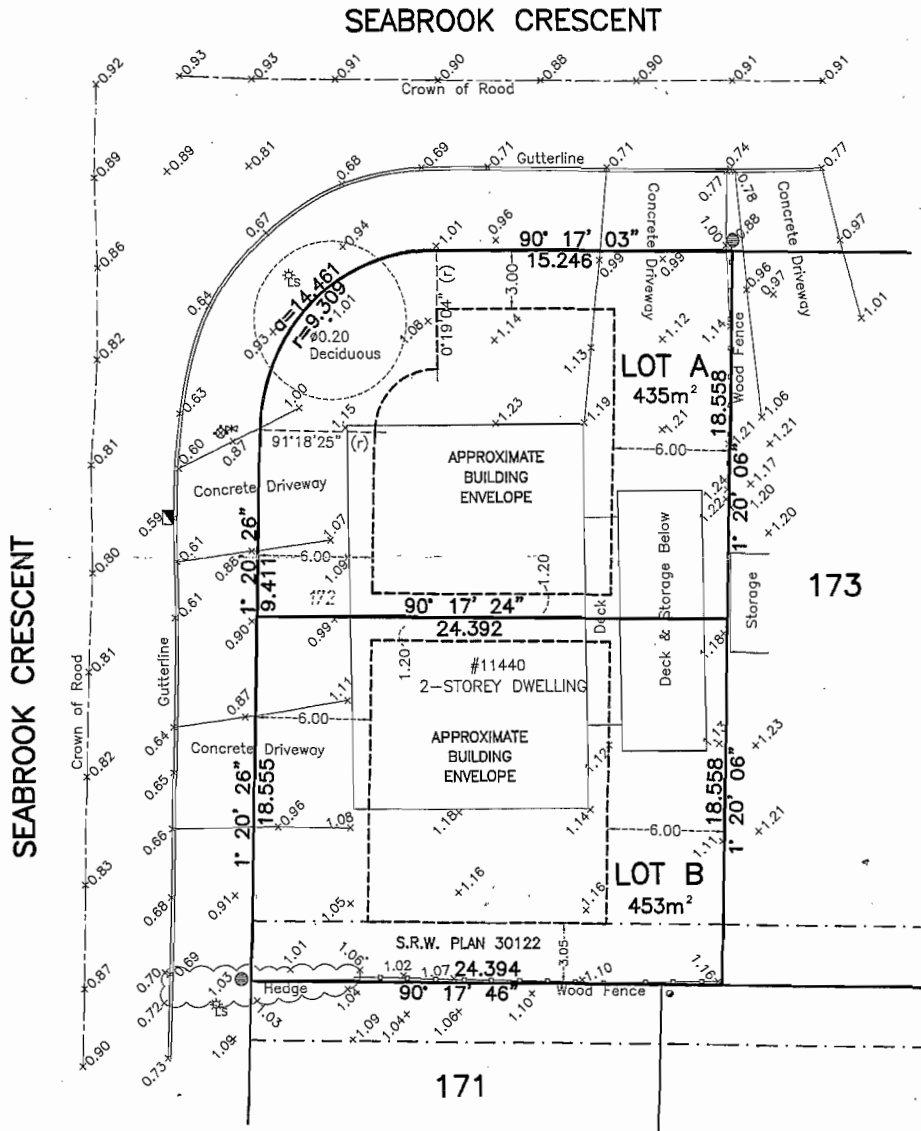
TOPOGRAPHIC SURVEY OF LOT 172 SECTION 36 BLOCK 4 NORTH RANGE 6 WEST NEW WESTMINSTER DISTRICT PLAN 30121

#11440 SEABROOK CRESCENT,
RICHMOND, B.C.
P.I.D 002-524-503



SCALE: 1:250

0 5 10 20
ALL DISTANCES ARE IN METRES AND DECIMALS
THEREOF UNLESS OTHERWISE INDICATED



© copyright
J. C. Tam and Associates
Canada and B.C. Land Surveyor
115 - 8833 Odlin Crescent
Richmond, B.C. V6X 3Z7
Telephone: 214-8928
Fax: 214-8929
E-mail: office@jctam.com
Website: www.jctam.com
Job No. 5305
FB-236 P48
Drawn By: TH

LEGEND:

- denotes power pole
- ⊙ denotes round catch basin
- denotes catch basin
- ⋈ denotes water valve
- ⬠ denotes fire hydrant
- LS denotes lamp standard

NOTE:

Elevations shown are based on City
of Richmond HPN Benchmark network.
Benchmark: HPN #191,
Control Monument 02H2453
Located at S edge traffic island
© Riverside & Marine Way
Elevation = 1.664 metres

CERTIFIED CORRECT:
LOT DIMENSION ACCORDING TO
FIELD SURVEY.

Johnson C. Tam
JOHNSON C. TAM, B.C.L.S.

DWG No. 5305-TOPO

SEPTEMBER 27th, 2013



RZ 13-650094

Attachment 3

Address: 11440/11460 Seabrook Crescent

Applicant: Kulwant K. Bhullar

Planning Area(s): Shellmont

	Existing	Proposed
Owner:	Kulwant Kaur Bhullar	To be determined
Site Size (m²):	888 m ² (9,558 ft ²)	Proposed north lot – 435 m ² (4,682 ft ²) Proposed south lot – 453 m ² (4,876 ft ²)
Land Uses:	One (1) two-unit dwelling	Two (2) single detached dwellings
OCP Designation:	Neighbourhood Residential	No change
Zoning:	"Two-Unit Dwellings (RD1)"	"Single Detached (RS2/C)"

On Future Subdivided Lots	Bylaw Requirement	Proposed	Variance
Floor Area Ratio:	Max. 0.55	Max. 0.55	none permitted
Lot Coverage – Building:	Max. 45%	Max. 45%	none
Lot Size (min. dimensions):	360 m ²	435 m ² to 453 m ²	none
Setback – Front & Rear Yards (m):	Min. 6 m	Min. 6 m	none
Setback – Interior Side Yard (m):	Min. 1.2 m	Min. 1.2 m	none
Setback – Exterior Side Yard (m):	Min. 3 m	Min. 3 m	none
Height (m):	2 ½ storeys	2 ½ storeys	none

Other: Tree replacement compensation required for loss of bylaw-sized trees.



City of Richmond

Policy Manual

Page 1 of 2

Adopted by Council: February 19, 1990
 Amended by Council: November 18, 1991
 Amended by Council: October 16, 2006

POLICY 5434

File Ref:

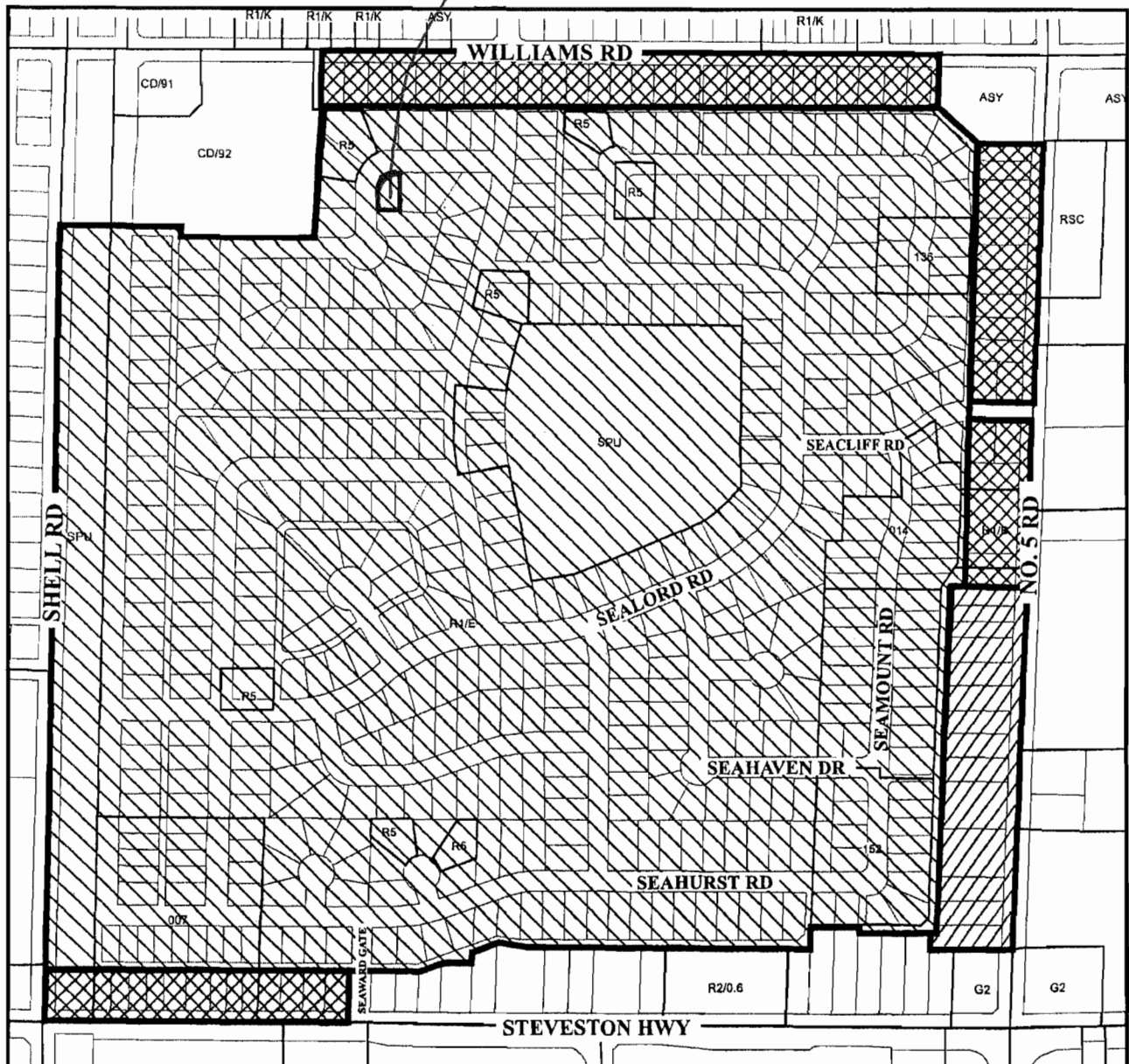
SINGLE-FAMILY LOT SIZE POLICY IN QUARTER-SECTION 36-4-6

POLICY 5434:

The following policy establishes lot sizes in a portion of Section 36-4-6, within the area bounded by **Steveston Highway, Shell Road, No. 5 Road, and Williams Road**:

1. That properties within the area bounded by Shell Road, Williams Road, No. 5 Road, and Steveston Highway, in a portion of Section 36-4-6, be permitted to subdivide in accordance with the provisions of Single-Family Housing District (R1/E), with the exception that:
 - a) Properties fronting on Williams Road from Shell Road to No. 5 Road, properties fronting on Steveston Highway from Seaward Gate to Shell Road, and properties fronting on No. 5 Road from Williams Road to approximately 135 m south of Seacliff Road to rezone and subdivide in accordance with the provisions of Single-Family Housing District (R1-0.6) or Coach House District (R/9) provided that vehicle accesses are to the existing rear laneway only. Multiple-family residential development shall not be permitted in these areas.
 - b) Properties fronting on No. 5 Road from Steveston Highway to approximately 135 m south of Seacliff Road be permitted to subdivide in accordance with the provisions of Single-Family Housing District, Subdivision Area B (R1/B) provided that vehicle accesses are to the existing rear laneway only.
2. This policy, as shown on the accompanying plan, is to be used to determine the disposition of future rezoning applications in this area, for a period of not less than five years, unless changed by the amending procedures contained in the Zoning and Development Bylaw.

SUBJECT SITE



Subdivision permitted as per **R1/E** (18 m wide lots)



Subdivision permitted as per **R1-0.6 or R/9**
(access to lane only) (No Multiple-family residential development
is permitted.



Subdivision permitted as per **R1/B**



Policy 5434 Section 36-4-6

Adopted Date: 02/19/1990

Amended Date: 11/18/1991
10/16/2006

TOPOGRAPHIC SURVEY OF LOT 172 SECTION 36 BLOCK 4 NORTH RANGE 6 WEST NEW WESTMINSTER DISTRICT PLAN 30121

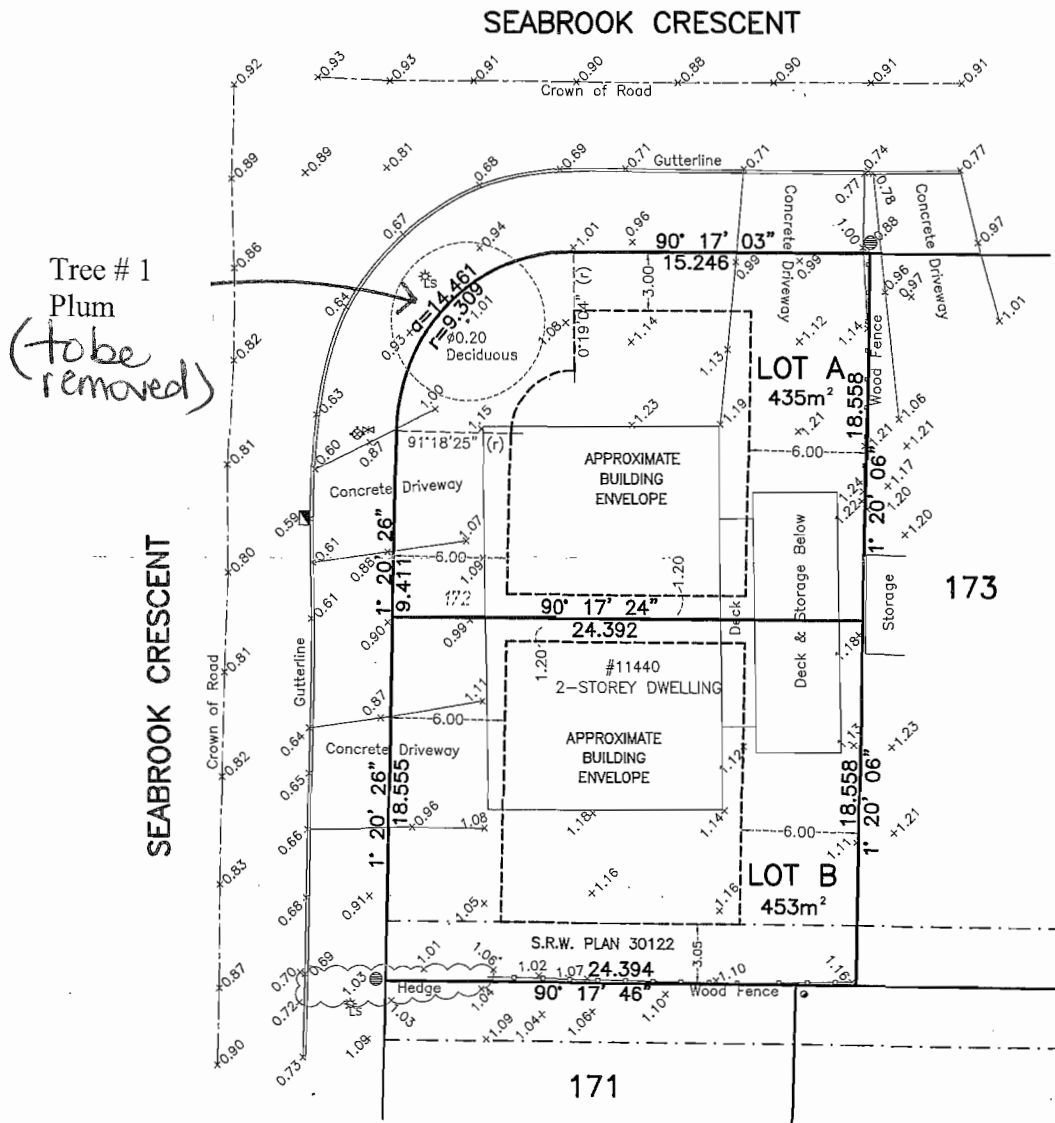
#11440 SEABROOK CRESCENT,
RICHMOND, B.C.
P.I.D. 002-524-503



SCALE: 1:250

0 5 10 20
ALL DISTANCES ARE IN METRES AND DECIMALS
THEREOF UNLESS OTHERWISE INDICATED

Proposed
Tree Retention
Plan



Suitable Replacement Trees

- Cornelian Cherry (*Cornus mas*)
- Weeping Nootka Cypress (*Chamaecyparis nootkatensis pendula*)
- Pacific Dogwood (*Cornus nuttalli*)
- Paper Birch (*Betula papyrifera*)

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J. C. Tam and Associates
Canada and B.C. Land Surveyor
115 - 8833 Odlin Crescent
Richmond, B.C. V6X 3Z7
Telephone: 214-8928
Fax: 214-8929
E-mail: office@jctam.com
Website: www.jctam.com
Job No. 5305
FB-236 P48
Drawn By: TH

LEGEND:

- denotes power pole
- ⊙ denotes round catch basin
- ⊠ denotes catch basin
- ⊞ denotes water valve
- ⊞ denotes fire hydrant
- LS denotes lamp standard

NOTE:

Elevations shown are based on City
of Richmond HPN Benchmark network.
Benchmark: HPN #191,
Control Monument 02H2453
Located at S edge traffic island
⊙ Riverside Dr. & Featherstone Way
Elevation = 1.6 metres

CERTIFIED CORRECT:

LOT DIMENSION ACCORDING TO
FIELD SURVEY.

JOHNSON C. TAM, B.C.L.S.

DWG No. 5305-TOPO

SEPTEMBER 27th, 2013

NTS

Preliminary
Elevation Plans
- Corner lot -



WEST ELEVATION

PLN - 95

Note: all plans
at Building Permit
stage must comply
with City Regulations



NORTH ELEVATION



Rezoning Considerations

Development Applications Division
6911 No. 3 Road, Richmond, BC V6Y 2C1

Address: 11440/11460 Seabrook Crescent

File No.: RZ 13-650094

Prior to final adoption of Richmond Zoning Bylaw 8500, Amendment Bylaw 9133, the applicant is required to complete the following:

1. Submission of a Contract entered into between the applicant and a Certified Arborist for supervision of any on-site works conducted within the tree protection zone of the trees to be retained. The Contract should include the scope of work to be undertaken, including: the proposed number of site monitoring inspections, and a provision for the Arborist to submit a post-construction assessment report to the City for review.
2. Submission of a Landscape Plan for the proposed corner lot prepared by a Registered Landscape Architect (to the satisfaction of the Director of Development), along with a Landscape Security based on 100% of the cost estimate prepared by the Registered Landscape Architect (including trees, any fencing, paving surfaces, and installation costs). The Landscape Plan must address the following items:
 - Include two (2) trees proposed by the applicant (minimum 6 cm calliper or 3.5 m high conifer);
 - All front yard and exterior side yard areas must be planted with a variety of suitable native and non-native species and a combination of lawn, flower beds, flowering shrubs and ground cover to provide seasonal interest and water permeability. Suitable trees include Cornelian Cherry (*Cornus mas*), Weeping Nootka Cypress (*Chamaecyparis nootkatensis pendula*), Pacific Dogwood (*Cornus nuttalli*), and Paper Birch (*Betula papyrifera*). (Note: continuous hedges are not permitted in the front and exterior side yards)
 - If individual shrubs are proposed in the front and exterior side yards, they must be of a low height that will not exceed 1.2 m at maturity, and must be located behind any fencing that is proposed.
 - If fencing is proposed in the front and exterior side yards, it must be limited to a maximum height of 1.2 m (4 ft.), must be picket, wicket or post-rail rather than solid panel, and should be setback from the front and exterior lot lines if possible. If fencing is proposed, it should incorporate flower beds, flowering shrubs and other low-lying landscaping to provide improved articulation.
3. Submission of a Landscaping Security in the amount of \$1,000 (\$500/tree) to ensure that two (2) trees are planted and maintained on the proposed south lot (minimum 6 cm calliper or 3.5 m high conifer).
4. Discharge of the existing covenant registered on title of the subject lot, which restricts the use of the property to a duplex (i.e., BE036856).
5. Registration of a flood indemnity covenant on title of the subject lot.
6. Registration of a legal agreement on title to ensure that the building design for the proposed corner lot at future development stage is generally consistent with the preliminary architectural plans of the proposed building elevations included as **Attachment 6** to this report.
7. Registration of a legal agreement on title of the subject lot to ensure that no final Building Permit inspection is granted until a secondary suite is constructed on one (1) of the two (2) future lots, to the satisfaction of the City in accordance with the BC Building Code and the City's Zoning Bylaw.

Note: Should the applicant change their mind about the Affordable Housing option selected prior to final adoption of the Rezoning Bylaw, the City will accept a voluntary contribution of \$1.00 per buildable square foot of the single-family developments (i.e. \$5,257) to the City's Affordable Housing Reserve Fund in-lieu of registering the legal agreement on Title to secure a secondary suite.

At Subdivision* and Building Permit* stage, the applicant must complete the following:

- Payment of servicing costs and pre-payment of the current year's property taxes;
- Construction of a sanitary sewer connection complete with an inspection chamber within the City boulevard along the west side of the subject site, from the common property line of the proposed lots to the south property line, and connect to the existing sanitary sewer.
- Obtain a Building Permit (BP) for any construction hoarding. If construction hoarding is required to temporarily occupy a public street, the air space above a public street, or any part thereof, additional City approvals and associated fees may be required as part of the Building Permit. For additional information, contact the Building Approvals Division at 604-276-4285.

Note:

- * This requires a separate application.
- Where the Director of Development deems appropriate, the preceding agreements are to be drawn not only as personal covenants of the property owner but also as covenants pursuant to Section 219 of the Land Title Act.

All agreements to be registered in the Land Title Office shall have priority over all such liens, charges and encumbrances as is considered advisable by the Director of Development. All agreements to be registered in the Land Title Office shall, unless the Director of Development determines otherwise, be fully registered in the Land Title Office prior to enactment of the appropriate bylaw.

The preceding agreements shall provide security to the City including indemnities, warranties, equitable/rent charges, letters of credit and withholding permits, as deemed necessary or advisable by the Director of Development. All agreements shall be in a form and content satisfactory to the Director of Development.

- Additional legal agreements, as determined via the subject development's Servicing Agreement(s) and/or Development Permit(s), and/or Building Permit(s) to the satisfaction of the Director of Engineering may be required including, but not limited to, site investigation, testing, monitoring, site preparation, de-watering, drilling, underpinning, anchoring, shoring, piling, pre-loading, ground densification or other activities that may result in settlement, displacement, subsidence, damage or nuisance to City and private utility infrastructure.
- Applicants for all City Permits are required to comply at all times with the conditions of the Provincial *Wildlife Act* and Federal *Migratory Birds Convention Act*, which contain prohibitions on the removal or disturbance of both birds and their nests. Issuance of Municipal permits does not give an individual authority to contravene these legislations. The City of Richmond recommends that where significant trees or vegetation exists on site, the services of a Qualified Environmental Professional (QEP) be secured to perform a survey and ensure that development activities are in compliance with all relevant legislation.

Signed

Date



**Richmond Zoning Bylaw 8500
Amendment Bylaw 9133 (RZ 13-650094)
11440/11460 Seabrook Crescent**

The Council of the City of Richmond, in open meeting assembled, enacts as follows:

1. The Zoning Map of the City of Richmond, which accompanies and forms part of Richmond Zoning Bylaw 8500, is amended by repealing the existing zoning designation of the following area and by designating it **"SINGLE DETACHED (RS2/C)"**.

P.I.D. 002-524-503

Lot 172 Section 36 Block 4 North Range 6 West New Westminster District Plan 30121

2. This Bylaw may be cited as **"Richmond Zoning Bylaw 8500, Amendment Bylaw 9133"**.

FIRST READING

A PUBLIC HEARING WAS HELD ON

SECOND READING

THIRD READING

OTHER REQUIREMENTS SATISFIED

ADOPTED

MAYOR

CORPORATE OFFICER

CITY OF RICHMOND
APPROVED by <i>BL</i>
APPROVED by Director or Solicitor <i>ml</i>



City of Richmond

Report to Committee Planning and Development Department

To: Planning Committee

Date: April 10, 2014

From: Wayne Craig
Director of Development

File: RZ 12-610011

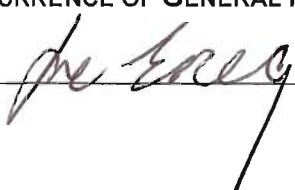
Re: Application by Pinnacle International (Richmond) Plaza Inc. for Rezoning at 3200, 3220, 3240, 3300, and 3320 No. 3 Road and 3171, 3191, 3211, 3231, 3251, 3271, 3291, 3331, and 3371 Sexsmith Road from "Single Detached (RS1/F)" to "Residential/Limited Commercial and Artist Residential Tenancy Studio Units (ZMU25) - Capstan Village (City Centre)" and "School & Institutional Use (SI)"

Staff Recommendation

1. That Richmond Zoning Bylaw 8500, Amendment Bylaw 9135, to amend the Richmond Zoning Bylaw 8500 to create "Residential/Limited Commercial and Artist Residential Tenancy Studio Units (ZMU25) - Capstan Village (City Centre)" and for the rezoning of 3200, 3220, 3240, 3300, and 3320 No. 3 Road and 3171, 3191, 3211, 3231, 3251, 3271, 3291, 3331, and 3371 Sexsmith Road from "Single Detached (RS1/F)" to "Residential/Limited Commercial and Artist Residential Tenancy Studio Units (ZMU25) - Capstan Village (City Centre)" and "School & Institutional Use (SI)", be introduced and given first reading.
2. That the Conceptual Parks Plan for the Neighbourhood Park, as described in the report, dated April 10, 2014, from the Director of Development, be approved.


Wayne Craig
Director of Development

WC:spc
Att.

REPORT CONCURRENCE		
ROUTED TO:	CONCURRENCE	CONCURRENCE OF GENERAL MANAGER
Arts, Culture & Heritage	<input checked="" type="checkbox"/>	
Affordable Housing	<input checked="" type="checkbox"/>	
Community Social Development	<input checked="" type="checkbox"/>	
Parks Services	<input checked="" type="checkbox"/>	
Law	<input checked="" type="checkbox"/>	
Engineering	<input checked="" type="checkbox"/>	
Transportation	<input checked="" type="checkbox"/>	

Staff Report

Origin

Pinnacle International (Richmond) Plaza Inc. has applied to the City of Richmond for permission to rezone lands at 3200, 3220, 3240, 3300, and 3320 No. 3 Road and 3171, 3191, 3211, 3231, 3251, 3271, 3291, 3331, and 3371 Sexsmith Road from "Single Detached (RS1/F)" to "Residential/Limited Commercial and Artist Residential Tenancy Studio Units (ZMU25) - Capstan Village (City Centre)" and "School & Institutional Use (SI)" to permit the construction of a four-phase, high-rise, high density, mixed use development and City park in the City Centre's Capstan Village area (Attachments 1 & 2). The proposed rezoning is consistent with City Centre Area Plan (CCAP) policy for Capstan Village (Attachment 3) and includes the following key features:

- a) A combined total floor area of 126,575 m² (1,362,491 ft²) in the development's four phases, including:
 - 98,008 m² (1,054,984 ft²) of residential; and
 - 28,567 m² (307,507 ft²) of hotel, retail, office, and public amenity uses;
- b) Approximately 1,128 dwelling units (to be confirmed through the Development Permit review and approval process for each of the subject development's four phases), including:
 - +/- 1,048 market units;
 - +/- 63 affordable housing units secured with a Housing Agreement, as per standard City policy (i.e. 5% of residential floor area); and
 - 17 subsidized affordable housing units for professional artists secured with a Housing Agreement (in addition to the 5% affordable housing provided with respect to standard City policy);
- c) Early Childhood Development (ECD) Hub, constructed at the developer's sole cost to a turnkey level of finish, including 1,428 m² (15,376 ft²) of indoor space for child care for 81 children and community amenity services, together with outdoor play space;
- d) 10,199 m² (2.52 ac) of park and public open space, constructed at the developer's sole cost, including:
 - 6,715 m² (1.66 ac) City-owned neighbourhood park adjacent to the future location of the Capstan Canada Line Station;
 - 1,674 m² (0.41 ac) of additional City-owned park space along the No. 3 Road frontage of the development site; and
 - 1,810 m² (0.45 ac) of publicly-accessible trails and greenways.
- e) Public art; and
- f) Road network and engineering improvements, including the extension of Hazelbridge Way.

Findings of Fact

A Development Application Data Sheet providing details about the development proposal is attached (Attachment 4), together with Conceptual Development Plans (Attachment 5).

Surrounding Development

- To the North: Sea Island Way, a designated Provincial highway, and highway-oriented commercial properties designated for future development with high-rise, high density, hotel, office, and accessory retail uses.
- To the East: Sexsmith Road and a transitional area (mostly vacant) designated for medium/high density residential development and a neighbourhood park, including the recently rezoned, 5-phase “Concord Gardens” development (RZ 06-349722) and the former Translink park-and-ride lot.
- To the South: Abutting the subject site is 8677 Capstan Way, a smaller property owned by the subject developer, Pinnacle International, which was recently rezoned to “Residential / Limited Commercial (RCL4)” to permit a 200-dwelling, high-rise development (RZ 10-544729 / DP 12-604012). South of that lies Capstan Way, low density commercial uses zoned “Auto Oriented Commercial (CA)” and designated for high-rise, high density, mixed use development, and the recently approved, 3-phase, Polygon “Avanti” development zoned “High Rise Apartment (ZHR 12) Capstan Village (City Centre)” (RZ 11-59198 / DP 12-612510).
- To the West: No. 3 Road and low density, automobile-oriented commercial uses that are currently subject to a rezoning application by Yuanheng Seaside Developments for high-rise, high density, residential, hotel, retail, office, and public amenity uses (RZ 12-603040).

Related Policies & Studies

Development of the subject site is affected by the City Centre Area Plan (CCAP) and other City policies (e.g., affordable housing). An overview of these considerations, together with the developer’s proposed response, is provided in the “Staff Comments” and “Analysis” sections.

Consultation

- a) Neighbouring Properties (Orphaned Lot): The area bounded by No. 3 Road, Sea Island Way, Sexsmith Road, and Capstan Way is comprised of the subject site, Pinnacle International’s approved 200-unit residential project at 8677 Capstan Way (RZ 10-544729 / DP 12-604012), and four lots owned by Concord Pacific (Attachment 6), including:
- Two contiguous lots forming a large site at the corner of No.3 Road and Capstan Way designated for high density, mixed use development and the future extension of Hazelbridge Way;
 - One small lot fronting No. 3 Road designated for park (and included on the City’s Development Cost Charge program for park acquisition and construction); and
 - One small lot at the corner of Sea Island Way and Sexsmith Road designated for high density, mixed use development.

Concord was consulted both during the rezoning of Pinnacle’s site at 8677 Capstan Way and the subject rezoning review regarding possible ways to improve development coordination between their lands and those of Pinnacle (e.g., consolidation), but Concord indicated that any such action would be premature. In light of this, based on staff’s review of alternative conceptual development options prepared by Pinnacle for Concord’s lands, staff concluded

that Concord's large site can reasonably be developed in a manner consistent with the CCAP (regardless of the future extension of Hazelbridge Way), but its small lot at the Sea Island Way/Sexsmith Road corner is considered to be "orphaned" because it cannot achieve the density permitted under the CCAP with a stand-alone project. Based on this, staff recommend and Pinnacle has agreed that, prior to rezoning adoption, a "no development" covenant will be registered restricting Development Permit issuance for Pinnacle's proposed lot located adjacent to the "orphaned" lot until:

- Pinnacle's proposed adjacent lot is consolidated with the "orphaned" lot;
- Concord transfers the density from the "orphaned" lot to another Capstan Village location (e.g., Concord's large site at the corner of No. 3 Road and Capstan Way), as permitted under CCAP policy (i.e. a comprehensively planned "development site" may be comprised of non-contiguous properties); OR
- If neither of the above options prove to be feasible for reasons of timing or otherwise, through the DP design review and approval processes for Pinnacle's lot, additional legal agreements are registered and features are incorporated into the design to facilitate the future development of the "orphaned" lot to the City's satisfaction (e.g., shared vehicle access and service uses, off-site parking, land set aside for possible future consolidation).

b) Advisory Design Panel (ADP): Due to the complexity and prominence of the proposed development, the subject rezoning application was considered on a preliminary basis at the ADP meeting on February 19, 2014 (Attachment 7). The Panel members commended the developer's team on a well-considered, well-presented project and were supportive of the application moving forward to Planning Committee. Some issues identified by ADP members for attention on a phase-by-phase basis at Development Permit stage include:

- **Architecture**: Design development with respect to tower expression, sunlight penetration to podium courtyards, streetscape expression and related features of the Early Childhood Development (ECD) Hub and ARTS units, and colour palette;
- **Landscape**: Design development with respect to opportunities for a unique urban environment, special landscape opportunities (e.g., urban forest), and enhanced pedestrian access to/from the future Capstan Canada Line Station; and
- **Sustainability**: A more detailed energy strategy including, if possible, higher performance.

c) School District and Vancouver International Airport: City policies regarding consultation with the Richmond School District No. 38 and Vancouver International Airport only apply to rezoning applications proposing an amendment to the Official Community Plan (OCP) or an Area Plan. As the subject rezoning application is consistent with the OCP and City Centre Area Plan (CCAP), no consultation with these parties is required. (Note that, as a courtesy, information regarding the subject rezoning will be provided to both parties for information purposes only.)

d) Ministry of Transportation and Infrastructure (MOTI): As the subject site is within 800 m of a Provincial highway (i.e. Sea Island Way), the rezoning application was referred to MOTI. Preliminary approval was granted for one year as of March 19, 2014. Final approval will include a review of the Servicing Agreement design, as indicated in the attached Rezoning Considerations (Attachment 8).

Public Input

Signage is posted on-site to notify the public of the subject rezoning application. At the time of writing this report, no correspondence regarding the application had been received. The statutory Public Hearing will provide local property owners and other interested parties with opportunity to comment on the application.

Staff Comments

Based on staff's review of the subject application, including the developer's engineering capacity analysis, preliminary Transportation Impact Analysis (TIA), conceptual park design, and affordable housing proposal, staff are supportive of the subject rezoning, provided that the developer fully satisfies the Rezoning Considerations set out in Attachment 8. In addition, staff note the following:

- a) Neighbourhood Park Design: The City Centre Area Plan (CCAP) requires that the developer provides for the establishment of a new Neighbourhood Park along the No. 3 Road frontage of the subject rezoning site. The developer's proposed voluntary Neighbourhood Park (land and construction) contribution is approximately 0.67 ha (1.66 ac) in size and strategically located next to the proposed future Capstan Canada Line Station, making it an important feature of the downtown's expanding open space network. The Conceptual Parks Plan for the subject rezoning site, including the proposed Neighbourhood Park, together with trails, greenways, and related public open space features, was developed in consultation between Richmond Parks staff and the developer. (Attachment 8, Schedule I)

In brief, the Neighbourhood Park is envisioned as:

- An "urban square" providing an all-season, all-weather, 24/7, open space focus for the local community inviting people to gather, socialize, relax, play, eat, and pass through;
- An outdoor community venue for public art and related activities supportive of City Centre Area Plan (CCAP) objectives for Capstan Village's establishment as a focus for the arts; and
- A flexible, child-friendly public open space accommodating a variety of regular and special events and programs in an environment that is safe and welcoming;
- A combination of hard surface plazas, lawn, trees, decorative plantings, water features (e.g., water play, drinking fountain), varied seating opportunities (e.g., benches, seating walls, picnics tables, movable chairs), weather protected areas and features (e.g., for rain, wind, sun), play equipment, and infrastructure for events, performances, activities, and displays (e.g., power sources, lighting, temporary shelter); and
- An integrated urban open space, the design and use of which are coordinated with and complementary to public use and enjoyment of the proposed future Capstan Canada Line Station, fronting pedestrian-oriented commercial uses, nearby residential, and local community amenities (e.g., the developer's proposed Early Childhood Development Hub and Artist Residential Tenancy Studio (ARTS) units).

The implementation of the proposed Conceptual Parks Plan and the developer's voluntary contributions proposed as part of the subject rezoning application are an important step towards establishing public open space amenities critical to the livability of Capstan Village and a robust

public open spaces network for all City Centre residents. To date, public consultation has not been sought with respect to the Conceptual Parks Plan or its initial phase of implementation. Public consultation will be undertaken with respect to future phases of park and open space design and construction as opportunities arise (e.g., in coordination with Canada Line station design review).

As part of the subject rezoning application staff are seeking Council's approval of the Conceptual Parks Plan for the Neighbourhood Park. (Attachment 8, Schedule I)

Analysis

Pinnacle International has made application to rezone a 4.26 ha (10.5 ac) site in Capstan Village, comprised of 14 single family lots (all of which are vacant, with the exception of an existing sales centre), to permit the construction of a four-phase, high-rise, high density, mixed use development containing +/-1,128 dwellings and 28,567 m² (307,507 ft²) of hotel, retail, office, and public amenity uses, together with City park space. The City Centre Area Plan (CCAP) designates the subject site and the surrounding area for pedestrian/transit-oriented, medium and high density, residential and mixed-use development, with an emphasis on projects that support City objectives for funding the construction of the future Capstan Canada Line Station and the area's growth as the hub of a new "arts district". The subject rezoning is notable for being the fourth application proposing to contribute funding towards Capstan Station's construction and for facilitating the establishment of a new neighbourhood park, Early Childhood Development (ECD) Hub, and subsidized housing for professional artists (over and above the City's standard affordable housing policy). This, together with the subject development's large size and "gateway" location near the busy No. 3 Road/Sea Island Way intersection and proposed Canada Line station, will make it an important part of the emerging Capstan Village area. Moreover, staff's review of the subject application shows it to be consistent with City policy and supportive of CCAP objectives for Capstan Village, as per the following.

- a) **Capstan Canada Line Station:** The CCAP's Capstan Station (density bonus) funding strategy seeks to raise approximately \$25 million for the construction of the Capstan Canada Line Station by providing a 0.5 floor area ratio (FAR) residential density bonus to Capstan Village developer's who voluntarily contribute towards the Capstan Station Reserve at a rate of \$7,800 per dwelling unit (September 2010 rate, to be adjusted annually as per the Consumer Price Index). Based on a City agreement with TransLink, construction of the station is expected to begin within 15 years if adequate funding can be secured. The subject development is consistent with Richmond's station funding strategy in regard to voluntary developer contributions to the Capstan Station Reserve, together with requirements for the developer's provision of additional public open space and a transit-oriented transitional parking strategy, as follows:

- **Estimated Capstan Station Reserve Contribution:** As per City policy, the developer proposes to voluntarily contribute approximately \$8,798,400 towards station construction (secured through "no build" covenants on title), to be paid on a phase-by-phase basis to the Capstan Reserve prior to Building Permit issuance, as follows:

Phase	Lot	No. of Dwelling Units <i>Estimate to be confirmed at Building Permit stage</i>	Capstan Station Reserve Voluntary Contribution <i>* Preliminary estimate based on \$7,800/unit</i>
1	1	405	\$3,159,000
2	2	451	\$3,517,800
3	3	181	\$1,411,800

Phase	Lot	No. of Dwelling Units <i>Estimate to be confirmed at Building Permit stage</i>	Capstan Station Reserve Voluntary Contribution <i>* Preliminary estimate based on \$7,800/unit</i>
4	4	91	\$709,800
TOTAL		1,128	\$8,798,400

* September 2010 rate. Actual applicable rates shall be determined, on a phase-by-phase basis, as per the Zoning Bylaw in effect at the time of Building Permit* approval.

- **Transit-Adaptive Parking Strategy:** The Zoning Bylaw requires that, prior to the Capstan Canada Line Station being operational, all Capstan Village developments must include parking strategies that satisfy higher “Parking Zone 2” requirements at their initial stages and, through subsequent phases, transition towards lower “Parking Zone 1” requirements. The developer proposes to comply with this Bylaw requirement by:
 - Over-supplying (99) parking spaces at Pinnacle International’s approved residential project at 8677 Capstan Way (DP 12-604012) in anticipation of sharing with Phase 1 of the subject development (i.e. as per legal agreements registered on title);
 - Over-supplying parking in the subject development’s first phase in the form of a 250-space commercial parking facility, including 125 spaces secured through legal agreement for general public use, and utilizing that extra parking to facilitate a:
 - 50% reduction in visitor parking for each of the project’s four phases (i.e. as per existing Zoning Bylaw shared parking provisions); and
 - 250 space reduction in commercial parking for the project’s final phase (i.e., 250 of the total parking spaces required in the final phase are pre-built in the first phase); and
 - Incorporating Transportation Demand Management (TDM) measures to reduce the total number of parking spaces required on the subject site phases (i.e. as per existing Zoning Bylaw provisions allowing for reductions of up to 10%), including the developer’s voluntary contribution of the following:
 - 6 car-share parking spaces, equipped with 2 electric vehicle (EV) quick-charge (240 V) charging stations, within the public parking facility;
 - Cash-in-lieu (\$280,000) for transit shelters and pedestrian mobility enhancements (e.g., special crossings), as determined to the sole satisfaction of the City;
 - 2 City-owned EV quick-charge (240 V) charging stations for public use along the dedicated north-south street near the proposed neighbourhood park; and
 - Street frontage improvements adjacent to all proposed parks.

Land Use	Rate*	Phase				Total
		1	2	3	4	
Residential	Varies	473	529	210	105	1,317
• ARTS Units (17)	0.81/unit	14	0	0	0	14
• Affordable Units (+/-63)	0.81/unit	11	12	19	10	52
• Market (+/-1,048)	1.00/unit	375	436	158	79	1,048
• Visitor (+/-1,128 units)	0.18/unit	73	81	33	16	203
Non-Residential	Varies	-	41	-	577	618
• ECD Hub	32 required	-	32	-	0	32
• Retail (Levels 1 & 2)	3.38/100 m ²	-	9	-	84	93

Land Use	Rate*	Phase				Total
		1	2	3	4	
· Office (Above Level 2)	2.30/100 m ²	-	0	-	455	455
· Hotel (+/-100 rooms)	0.38/room	-	0	-	38	38
SUB-TOTAL	Varies	473	570	210	682	1,935
· Commercial/Public Parking Facility	-	+250	-	-	-	+250
· Commercial parking reduction	-	-	-	-	-250	-250
· 50% resident visitor parking reduction	-	-36	-40	-16	-8	-100
· Shared parking pre-built through DP 12-604012**	-	-99	-	-	-	-99
TOTAL REQUIREMENT	Varies	588	530	194	424	1,736

* Based on "Parking Zone 1" and incorporating 10% Transportation Demand Management (TDM) reductions, except with respect to market resident parking (as per the proposed ZMU25 zone).

** Pinnacle's approved residential project at 8677 Capstan Way over-supplied parking (99 spaces secured with a legal agreement) in anticipation of sharing with Phase 1 of the subject development.

- **Public Open Space Contribution:** As per the Capstan Station Bonus (CSB) policy and at no cost to Richmond, the developer proposes to voluntarily transfer 0.68 ha (1.683 ac) of land to the City in a combination of fee simple lots and statutory right-of-ways for public open space use at a rate of 5.74 m²/ dwelling unit (Attachment 8, Schedule C). The land transferred will, in part, be consolidated with lands being transferred to the City by the developer for neighbourhood park purposes (see below) and will be designed and constructed at the developer's sole cost as generally shown in the Conceptual Parks Plan (Attachment 8, Schedule I). As per the Capstan Station Bonus policy and the development's proposed site specific zone, "Residential/Limited Commercial and Artist Residential Tenancy Studio Units (ZMU25) - Capstan Village (City Centre)", the developer will be able to calculate buildable floor area on the lands transferred to the City, including the fee simple portion. (Note that neither the proposed land transfer nor its design/construction for park purposes is identified on the City's Development Cost Charge (DCC) program, so these items will not be eligible for DCC credits.)

Capstan Station Bonus (CSB) Public Open Space Features*		CSB Voluntary Public Open Space Contribution**	
		Fee Simple	SRW
A.	Neighbourhood Park (excluding DCC park)	3,326 m ² (0.82 ac)	nil
B.	No. 3 Road Greenway	1,674 m ² (0.41 ac)	nil
C.	Sea Island Greenway (Lot 4 SRW)	nil	670 m ² (0.17 ac)
D.	Neighbourhood Park Trail (Lot 4 SRW)	nil	503 m ² (0.12 ac)
E.	Mid-Block Trail (Lot 1 SRW)	nil	637 m ² (0.16 ac)
Sub-Total		5,000 m ² (1.23 ac)	1,810 m ² (0.45 ac)
TOTAL		6,810 m² (1.68 ac)	

* CSB public open space features are NOT eligible for Development Cost Charge (DCC) credits for park acquisition or park development; however, as per CCAP policy and the proposed ZMU25 zone, the developer may use the area of CSB public open space features for density calculation purposes.

** The developer must provide public open space in compliance with the provisions of the proposed ZMU25 zone. If the combined total number of dwellings on Lots 1, 2, 3, and 4 exceeds 1,186, additional public open space shall be required. (No adjustment shall be made if the number of dwellings is less than 1,186.)

- b) Neighbourhood Park: The CCAP proposes that the neighbourhood park needs of Capstan Village's anticipated residents, workers, and visitors are served through the establishment of a network of small parks (i.e. one within each quarter of a quarter-section), each of which is to have a distinct, yet complementary, program of uses and related features. Based on this, the subject development is required to provide for 0.34 ha (0.84 ac) of one such park (i.e. 72% of the designated neighbourhood park in the affected quarter of a quarter-section, based on the proportion of land owned by the developer within that area), which park is intended for a combination of socializing, children's play, gathering, passive recreation, and transit plaza-related activities (e.g., seating, food vendors, buskers). This space will be consolidated with a portion of the park land the developer proposes to transfer to the City with respect to the Capstan Station Bonus (described above) to provide for a combined effective neighbourhood park space of 0.67 ha (1.66 ac). (Note: The remaining 28% of the CCAP designated neighbourhood park (i.e. 0.33 ac / 0.13 ha) will be secured through the City's standard rezoning processes with respect to the remaining properties within the affected quarter of a quarter-section, all of which belong to a single owner, as shown in Attachment 6).

Prior to rezoning adoption, the subject developer will enter into a Servicing Agreement for the design and construction of the neighbourhood park, together with the contiguous lands that the developer proposes to transfer to the City with respect to the Capstan Station Bonus policy, as generally illustrated in the Conceptual Parks Plan (Attachment 8, Schedule I). In brief, this will include:

- **East portion**: Permanent improvements across approximately 50% of the park (adjacent to the proposed north-south street), including site preparation, raising the finished grade of the park to meet that of the proposed north-south street, pedestrian paths and plaza areas, lighting, site furniture, play features, lawn, planting, trees, rain garden and/or alternate eco-amenity features, and related infrastructure and features; and
 - **West portion** - Temporary improvements across approximately 50% of the park (adjacent to No. 3 Road and the future Canada Line station), including grading and site preparation, a lawn for informal play, pathways, and related features and furnishings. (Permanent park improvements are discouraged in this location until they can be coordinated with the design and development of the transit station, Capstan Village's residential community is better established, and future residents are able to participate in the park planning process.)
- c) Village Centre Bonus (VCB) Amenity Contribution: The CCAP designates the portion of the subject site situated north of the proposed Hazelbridge Way extension as a VCB area for the purpose of encouraging voluntary developer contributions towards child care and other community amenities. The VCB permits a density bonus of 1.0 FAR for commercial uses only (i.e. no residential) if a developer constructs at least 5% of the bonus floor area as turnkey community amenity space to the City's satisfaction.

The subject developer proposes to take full advantage of the bonus commercial density made available through the VCB for retail, office, and hotel, most of which will be constructed in the development's final phase at the corner of No. 3 Road and Sea Island Way where it will enjoy a high degree of exposure to passing motorists and Canada Line riders and have good proximity to the future transit station and park amenities. In addition, the developer proposes to design and construct to a turnkey level of finish, at the developer's sole cost, 5% of the

project's maximum permitted VCB density bonus floor area as a 1,428 m² (15,376 ft²), City-owned (i.e. air space parcel), Early Childhood Development (ECD) Hub in the project's second phase. Staff are supportive of the developer's proposal because it is consistent with VCB policy and will make a significant contribution towards ensuring that the needs of Capstan Village's anticipated population will have convenient and timely access to important services. In brief, the developer's voluntary contribution will provide for:

- ***Early Childhood Development (ECD) Hub Goals:***

- To provide a one-stop service centre for families, providing them with supports including licensed child care for approximately 81 children, early childhood development programs, and family strengthening and wellness services.
- To help enhance children's readiness for school and help families connect with each other and access community services.
- To serve as a focal point for the emerging Capstan Village community.
- To assist in economic development by supporting working families.

- ***Project Management:*** Prior to adoption of the subject rezoning, a legal agreement shall be registered on title restricting Development Permit issuance for the development's second phase until the developer:

- Submits a voluntary cash-in-lieu contribution equivalent to 5% of the estimated construction value of the ECD Hub towards the City's project management costs;
- Submits an additional voluntary cash-in-lieu contribution equivalent to 10% of the estimated construction value of the ECD Hub for consultant costs (e.g., space programming, architecture, landscape, electrical, mechanical) if the developer requests and the City agrees (at the City's sole discretion) that the City will manage the design and construction of the facility's tenant improvements;
- Designs the 1,428 m² (15,376 ft²) ECD Hub to the satisfaction of the City, as generally described in the Early Childhood Development (ECD) Hub – Terms of Reference (Attachment 8, Schedule E) and providing for, among other things:
 - i. A functional, licensable, fully-finished child care facility including at least 836 m² (8,999 ft²) of indoor program space and at least 855 m² (9,203 ft²) of contiguous outdoor program (play) area located at the building's podium roof level (which shall not be situated higher than the fourth floor above finished grade);
 - ii. A fully finished "storefront space" of at least 465 m² (5,005 ft²) for early childhood, family support, and related programs, which space shall front onto and be directly accessible from the subject development's proposed north-south street and on-site parking designated for the exclusive use of the ECD Hub;
 - iii. Secure, dedicated vertical circulation connecting the child care level with the "storefront space", including a large elevator able to accommodate multi-passenger strollers; and
 - iv. Parking, bike storage, loading, garbage/recycling facilities, and related features secured for the exclusive use of the ECD Hub and its visitors, staff, guests, and related activities on a 24-hour/day basis, except as otherwise determined to the sole satisfaction of the City; and
- Enters into any and all legal agreements required to transfer the completed, turnkey ECD Hub facility to the City as an air space parcel and provide for its operation, in perpetuity, to the satisfaction of the City.

d) City Centre “Arts District”: The proposed development is situated within the CCAP’s designated “arts district”, the intent of which is to foster the growth of the arts in Richmond and the City Centre by encouraging the establishment of a focus for arts facilities, events, support services, studio spaces, and complementary uses and endeavours in a location offering strong regional linkages and proximity to the city’s rapidly growing downtown and public amenities. The subject development is consistent with the CCAP’s “arts district” policy, as follows:

- **Outdoor Community Venue:** The proposed neighbourhood park and transit plaza are envisioned as a performance and celebration venue for Capstan Village. Park features proposed in regard to this objective may include, but are not be limited to, a stage, performance/gathering plaza, large lawn, public art, food service, special lighting, and audio/visual capabilities.
- **Public Art:** As per City policy, Pinnacle proposes a voluntary developer contribution of at least \$879,653 towards public art (i.e. current City rate, but this will be adjusted on a phase-by-phase basis to reflect the rates in effect upon the date of Development Permit issuance). Prior to rezoning adoption, the developer shall prepare a Public Art Plan for the subject site and its immediate surroundings to the satisfaction of the City, including themes, costs, and, as appropriate, opportunities to coordinate public art projects within funding contributions from other sources (e.g., future developer contributions). As per the subject development’s Rezoning Considerations (Attachment 8), “no development” covenants shall be registered on title to restrict Development Permit issuance on a phase-by-phase basis until the developer enters into legal agreements and posts security to facilitate the implementation of the Plan to the satisfaction of the City.
- **ARTS Units:** The subject development is the second in Capstan Village to propose affordable housing for professional artists (over and above Richmond’s standard affordable housing policy requirements) in the form of Artist Residential Tenancy Studio (ARTS) units. (The area’s first ARTS units are currently under construction as part of the initial phase of “Concord Gardens”, RZ 06-349722 / DP 12-611486.) Many practicing artists have low household earning potential and, just as with other household types, require affordable housing options; however, conventional housing may not be well suited to the special needs of those artists who work from home. The developer’s proposal is consistent with CCAP objectives for an emerging “arts district” in Capstan Village and offers the opportunity for Richmond and its arts community to benefit from an innovative housing option that marries the City’s successful affordable housing policy with a developer-funded model for the creation of arts-supportive residential studio dwellings. More specifically, the developer proposes to:
 - Provide 1,394 m² (15,000 ft²) of habitable space incorporating 17 ARTS units (i.e. 5 bachelor units, 7 one-bedroom units, and 5 two-bedroom units);
 - Locate the ARTS units at grade along the Hazelbridge Way and Sexsmith Road frontages of the development’s first phase where they will contribute to a lively streetscape and provide continuity with the ARTS units at “Concord Gardens”;
 - Design and construct the ARTS units to a turnkey level of finish, at the sole cost of the developer, to the satisfaction of the City;
 - Provide loft-style units with high ceilings, durable finishes, and flexible designs that are able to accommodate a broad range of arts uses (e.g., painting, pottery, dance,

- choreography, non-amplified music, composing, conducting, arranging, recording, writing, media arts, photography, printmaking, and carving);
- Retain ownership of the units and be solely responsible for their management;
 - Comply with City objectives for affordable (low end market rental) housing, as generally defined by the City's Affordable Housing Strategy and secured with a standard Housing Agreement, EXCEPT in addition:
 - i. At least one resident of each ARTS unit must satisfy the criteria of a "professional artist" (i.e. Canada Council defines this as a person who, among other things, has specialized training, is recognized by his/her peers, and has maintained an independent professional practice for at least three years); and
 - ii. The ARTS units shall be treated as bachelor units for the purposes of determining applicable maximum monthly unit rents and household incomes, regardless of actual unit size, configuration, number of bedrooms, or other features. This effectively makes the ARTS units "subsidized" housing because the minimum size of an ARTS unit is proposed to exceed that of a conventional bachelor unit in order to provide for necessary studio space.
- e) Affordable Housing: The subject developer proposes to provide approximately 80 affordable housing units, secured via a Housing Agreement(s) registered on title, including 63+ affordable (low end market rental) housing units as per the City's Affordable Housing (5%) Strategy, together with the 17 Artist Residential Tenancy Studio (ARTS) units described above.

The developer proposes to construct the 17 ARTS units in the project's first phase and entirety of the 1,428 m² (15,376 ft²) Early Childhood Development (ECD) Hub in the second phase. This creates a significant financial burden for the developer at the front end of the project. To help address this situation, the developer proposes to defer a portion of the project's standard affordable housing to its third and fourth phases. While this will result in those later phases containing more than 5% affordable housing, staff are supportive of the developer's proposal because:

- It will facilitate the early delivery of the Early Childhood Development (ECD) Hub (i.e. well in advance of the developer fully utilizing the Village Centre Bonus and triggering the ECD Hub/community amenity space requirement);
- The project's first phase will include 6.4% affordable housing (i.e. 4.0% ARTS units plus 2.4% standard affordable housing units); and
- The affordable housing units in the project's third and fourth phases will be satisfactorily dispersed and have ample access to residential amenities.

Phase	Lot	Village Centre Bonus Amenity (ECD Hub) 5% of max. Village Centre Bonus	Affordable Housing <i>Habitable Floor Area (% of Residential Floor Area)</i>		
			ARTS Units	Standard Affordable Housing Units	Total
1	1	-	1,393.5 m ² (4%)	843.8 m ² (2.4%)	2,237.3 m ² (6.4%)
2	2	1,428 m ² (15,376 ft ²)	-	979.9 m ² (2.5%)	979.9 m ² (2.5%)
3	3	-	-	1,980.4 m ² (12.6%)	1,980.4 m ² (12.6%)
4	4	-	-	1,026.6 m ² (12.9%)	1,026.6 m ² (12.9%)
TOTAL		1,428 m² (15,376 ft²)	1,393.5 m² (1.4%)	4,830.7 m² (5.0%)	6,224.2 m² (6.4%)

f) **Infrastructure Improvements:** The City requires the coordinated design and construction of private development and City infrastructure with the aim of implementing cost-effective means by which to meet the needs of the City Centre's rapid growth. In light of this, staff recommend, and the developer has agreed, to the following:

- **Road Network Improvements:** As per the CCAP, at the developer's sole cost the subject development shall provide for various road dedications and statutory right-of-ways, the extension of bike routes, sidewalk and greenway improvements, and the installation of related amenities (e.g., transit shelters, pedestrian crossings). The detailed design of the required road works, generally as shown in the attached "Preliminary Functional Roads Plan" (Attachment 8, Schedule H), shall be completed to the satisfaction of the City prior to rezoning adoption. (Additional detailed design may be required on a phase-by-phase basis with respect to frontage improvements requiring coordination with on-site, private development.) The developer's construction of the required improvements shall be phased over four Servicing Agreements (SA) secured with Letters of Credit, as set out in the attached Rezoning Considerations. (Attachment 8, Schedules F and G) In brief, the improvements shall proceed as follows:

SA	SA Timing	Required SA Road Network Improvements
#1	Prior to rezoning adoption	<ul style="list-style-type: none"> • Hazelbridge Way & north-south street (excluding sidewalk/boulevard adjacent to the frontages of Phases 2, 3 & 4) • Sexsmith Road adjacent to Phase 1 • All neighbourhood park frontages
#2	Prior to Phase 2 DP issuance	<ul style="list-style-type: none"> • Hazelbridge Way & north-south street sidewalk/boulevard adjacent to Phase 2 • Sexsmith Road adjacent to Phase 2 <p><i>NOTE – Via the Phase 2 DP, the "private road" linking Sexsmith Road & the north-south road will be designed & secured with the DP Landscape Letter of Credit</i></p>
#3	Prior to Phase 3 DP issuance	<ul style="list-style-type: none"> • Sexsmith Road adjacent to Phase 3
#4	Prior to Phase 4 DP issuance	<ul style="list-style-type: none"> • North-south street sidewalk/boulevard adjacent to Phase 4 • Frontage improvements along No. 3 Road and Sea Island Way

- **Engineering Improvements:** The developer shall be responsible for the design and construction of required water, storm sewer, and sanitary sewer upgrades and related public and private utility improvements, as determined to the satisfaction of the City. The design of all required engineering improvements shall be completed to the satisfaction of the City prior to rezoning adoption. The developer's construction of the required improvements shall be phased over four Servicing Agreements (SA) secured with Letters of Credit, as set out in the attached Rezoning Considerations. (Attachment 8, Schedules F and G) Prior to rezoning adoption, the developer will enter into the first Servicing Agreement, which shall include:
 - **Water:** 100% of water upgrades required with respect to the subject development shall be designed and constructed through the developer's first Servicing Agreement. (Note: To address potential water quality issues on a temporary basis until the developer's final phase is constructed, the developer shall be responsible for the design and construction, at the developer's sole cost, of an interim automatic flushing system, together with all costs related to the system's maintenance, operation, and removal, as determined to the satisfaction of the City through the Servicing Agreement and related processes.)

- *Storm Sewer*: Full upgrades between the proposed cul-de-sac and the south side of Capstan Way.
- *Sanitary Sewer*: Full upgrades works between the proposed cul-de-sac and the new Capstan Way sanitary pump station on the north side of Capstan Way.

g) Other Sustainable Development Measures: The CCAP encourages the coordinated planning of private development and City infrastructure with the aim of advancing opportunities to implement environmentally responsible services. Areas undergoing significant change, such as Capstan Village, are well suited to this endeavour. In light of this, staff recommend and the developer has agreed to the following:

- ***District Energy Utility (DEU)***: The developer will design and construct 100% of the subject development to facilitate its connection to a DEU system (which utility will be constructed by others), commencing with the project's first phase.
- ***Leadership in Energy and Environmental Design (LEED)***: The CCAP requires that all rezoning applications greater than 2,000 m² in size demonstrate compliance with LEED Silver (equivalency) or better, paying particular attention to features significant to Richmond (e.g., green roofs, urban agriculture, DEU, storm water management/quality). The developer has agreed to comply with this policy and will demonstrate this on a phase-by-phase basis through the City's standard Development Permit and Servicing Agreement design and approval processes.
- ***Flood Management Strategy***: The CCAP encourages measures that will enhance the ability of developments to respond to flood plain management objectives and adapt to the effects of climate change (e.g., sea level rise). To this end, the Plan encourages City Centre developers to build to the City's recommended Flood Construction Level of 2.9 m GSC and minimize exemptions, wherever practical. The developer has agreed to comply and, in addition, proposes to raise the elevation of new streets within the development (e.g., Hazelbridge Way) and the eastern half of the neighbourhood park above existing grade to enhance the climate adaptability of those features and their relationships with fronting residential, commercial, and community amenity uses.
- ***Aircraft Noise Sensitive Development (ANSD)***: The subject site is situated within ANSD "Area 3", which permits all ANSD uses (i.e. residential, child care, hospital, and school) provided that a restrictive covenant is registered on title, acoustics reports are prepared at Development Permit and Building Permit stages identifying appropriate noise attenuation measures and confirming their implementation, and various building design features are incorporated, including air conditioning or equivalent. The required covenant(s) will be registered prior to rezoning adoption, and other requirements will be satisfied prior to Development Permit and Building Permit issuance, as required. (Attachment 8)
- ***Tree Protection***: Richmond's Tree Protections Bylaw aims to sustain a viable urban forest by protecting trees with a minimum diameter of 20 cm (DBH (i.e. 1.4 m above grade) from being unnecessarily re-moved and setting replanting requirements. The developer has agreed to comply with this City policy. Moreover, due to the complexity of the subject development's phasing of private construction and City infrastructure, prior to rezoning adoption, in coordination with the Servicing Agreement review and approval processes, the developer will submit a Comprehensive Tree Protection and Replacement Plan for the

entirety of the subject site (both on and off site), prepared by an appropriate professional, which Plan shall include, among other things:

- A phasing strategy for on- and off-site tree protection, removal, and replacement, including tree removal occurring due to pre-loading and site preparation prior to Development Permit issuance;
- Tree protection and survival security requirements;
- Tree compensation, including voluntary developer contributions to the City's Tree Compensation Fund for replacement trees elsewhere within the City; and
- Legal agreement(s) required to facilitate the multi-phase implementation of the Plan.

h) Form of Development: The developer proposes to construct a high-rise, high density, mixed use development and City park on a large site near the future Capstan Canada Line Station and prominent No. 3 Road/Sea Island Way "gateway" to Richmond's City Centre. As per the CCAP, through the proposed rezoning, the subject site will be subdivided with new streets, parks, and trails to create smaller blocks that are more appropriately scaled and configured for pedestrian/transit-oriented urban development. Likewise, the developer's proposed form of development, which is a combination of articulated streetwall buildings and towers, generally conforms to the CCAP and its Development Permit (DP) Guidelines and is well-suited to the demands and opportunities of the site. In particular, the development has successfully demonstrated:

- A strong urban concept providing for a high-density, pedestrian-friendly environment;
- Variations in building height and massing contributing towards skyline interest, sun access to usable rooftops, and upper- and mid-level views across the site for residents and neighbours;
- A mid-rise building typology that aims to break the streetwall into a series of coordinated, yet distinct, buildings, providing for visually engaging streetscapes, a human scale, and opportunities for interesting community amenity and retail identities at grade; and
- Strong public open space and on-site landscape strategies, especially with respect to the neighbourhood park.

Development Permit (DP) approval to the satisfaction of the Director of Development for the first phase of the subject development (i.e. south of Hazelbridge Way), including the ARTS units and public parking facility, will be required prior to rezoning adoption. Additional DP applications will be considered on a phase-by-phase basis for the development's subsequent three phases (i.e. one per phase). In general, at DP stage, design development is encouraged regarding, but not limited to, the following items:

- ***Conditions of Adjacency***:
 - Canada Line interfaces with commercial uses, residential uses (i.e. dwelling units, private outdoor amenity space, and shared indoor/outdoor amenity spaces), and public park and open space; and
 - As per legal agreements proposed to be registered on title prior to rezoning adoption, the developer must demonstrate, to the satisfaction of the City, that:

- i. On a phase-by-phase basis, the proposed building design and construction adequately address aircraft noise and potential on- and off-site development impacts (e.g., view blockage, traffic noise, overlook, shading);
- ii. Development coordination between the “orphaned” lot at 3131 Sexsmith Road and the adjacent portion of the subject site is resolved (i.e. through property consolidation, rezoning of the “orphaned” lot by its owner, or legal agreements and development measures incorporated into Pinnacle’s development);
- iii. The shared use of resident amenities between the subject development’s third and fourth phases is appropriately accommodated; and
- iv. The shared use of resident amenities and parking between the subject development’s first phase and the Pinnacle’s previously approved project at 8677 Capstan Way (RZ 10-544729 / DP 12-604012) is appropriately accommodated;

- ***Urban Design and Site Planning:***

- The mitigation of parking and loading impacts on the development’s streetscapes;
- Sunlight penetration to the neighbourhood park, other public open spaces, and residential outdoor amenity space (e.g., podium courtyards);
- Variations in tower heights, configurations, and orientations taking into account skyline interest and coordination with development elsewhere within Capstan Village;
- Way-finding, particularly with respect to the:
 - i. Public Parking facility (phase 1);
 - ii. Early Childhood Development (ECD) Hub (phase 2);
 - iii. Future Capstan Canada Line Station; and
 - iv. Capstan Village’s emerging network of ARTS units, public art, public open space linkages, and related features (all phases); and
- As per the attached Rezoning Considerations and legal agreements proposed to be registered on title prior to rezoning adoption, the developer must demonstrate, to the satisfaction of the City, that public art planning and implementation is appropriately coordinated with the design and construction of private development and public infrastructure;

- ***Architectural Form and Character:***

- “Gateway” character at the prominent No. 3 Road/Sea Island Way corner;
- Streetwall form and articulation, with special attention to the:
 - i. “Crescent” facades defining the cul-de-sac (phases 2, 3, and 4);
 - ii. Establishment of a special character along the frontages of the ARTS units (phase 1) and the “private street” (phases 3 and 4); and
 - iii. Neighbourhood park interfaces with proposed commercial uses (phases 2 and 4);
- Tower and rooftop forms and articulation;
- Materials, finishes, and colours;
- Commercial signage strategy;
- As per the attached Rezoning Considerations and phasing covenants that are to be registered on title prior to rezoning adoption, the developer must demonstrate, to the satisfaction of the City, that the building design and related features satisfy detailed functional and streetscape objectives (e.g., universally accessible, welcoming, pedestrian-friendly, visually engaging, high quality) for the proposed:
 - i. ARTS units (phase 1); and

ii. Early Childhood Development (ECD) Hub (phase 2);

• ***Landscape and Open Space Design:***

- The establishment of a special character along the “private street”;
- Podium rooftop designs that maximize opportunities for green roofs and attractive, useable, accessible outdoor amenity spaces for residents (e.g., urban agriculture with appropriate service access and support features, children’s play space, active recreation uses); and
- As per the attached Rezoning Considerations and phasing covenants that are to be registered on title prior to rezoning adoption, the developer must demonstrate, to the satisfaction of the City, that the detailed designs of publicly-accessible greenways and trails provide for a high-amenity public open space environment and are appropriately coordinated with the design and construction of private development and public infrastructure, including the:
 - i. Mid-Block Trail (phase 1);
 - ii. Neighbourhood Park Trail (phase 2);
 - iii. Sea Island Way Greenway and No. 3 Road Greenway (phase 4);

• ***Affordable Housing:***

- As per covenants that are to be registered on title prior to rezoning adoption, the developer must demonstrate, to the satisfaction of the City, that, on a phase-by-phase basis and within each phase:
 - i. The amount of affordable housing is satisfactory;
 - ii. Affordable housing units are dispersed;
 - iii. A mix of units types is provided that is appropriate to anticipated household needs; and
 - iv. Affordable housing residents are provided with suitable access to indoor and outdoor resident amenities and other features (e.g., parking);

• ***Accessible Housing:***

- Barrier-free access is provided to all residential lobbies from fronting streets and throughout all on-site circulation and resident indoor and outdoor amenity spaces; and
- A portion of the development’s dwelling units shall be designed in compliance with Richmond’s Basic Universal Housing standards, the minimum number of which shall be as follows or as per the OCP at the time of DP issuance, whichever is greater:
 - i. 100% of affordable housing units (all phases);
 - ii. 1 ARTS unit (phase 1); and
 - iii. 15% market dwelling units (all phases); and

• ***Crime Prevention Through Environmental Design (CPTED):***

- Among other things, special attention should be paid to the design of the:
 - i. Public Parking facility (phase 1);
 - ii. Early Childhood Development (ECD) Hub (phase 2); and
 - iii. Public park, trails, and open spaces (all phases).

- i) Site Specific Zone: Under the CCAP, the subject rezoning site is designated for a maximum density of 2.5 FAR south of Hazelbridge Way and 3.5 FAR north of Hazelbridge Way,

including a 0.5 FAR density bonus with respect to the Capstan Canada Line Station. Capstan Village sites such as this would typically be rezoned to a standard zone incorporating Capstan Station Bonus provisions (i.e. “Residential/Limited Commercial / RCL4” or “RCL5” zones). Instead, in the case of the subject development, a site specific zone, “Residential / Limited Commercial and Artist Residential Tenancy Studio Units (ZMU25) - Capstan Village (City Centre)”, is proposed because it is better suited to the unique aspects of the proposed project, including site specific:

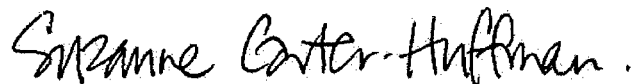
- Variations in land use and density across the development’s four phases, including:
 - Density bonusing for the developer’s provision of the:
 - i. Early Childhood Development (ECD) Hub;
 - ii. Artist residential tenancy studio (ARTS) units; and
 - iii. Public parking facility; and
 - Density provisions with respect to the developer’s dedication of CCAP-designated “minor streets” and the transfer of “non-DCC” fee-simple park to the City (i.e. areas not identified on the Development Cost Charge program that, under the CCAP, the developer may use for density calculation purposes and effectively increase the maximum permitted density on the buildable portion of the subject); and
 - Parking provisions necessary to satisfy existing Zoning Bylaw requirements for Capstan Village with respect to multi-phase developments (i.e. transitions from higher “Parking Zone 2” rates to lower “Parking Zone 1” rates), as determined to the satisfaction of the City through the developer’s transportation impact analysis and parking study.
- j) Development Phasing: Legal agreements will be registered on the development site and density bonusing is written into the subject site’s proposed site specific zone, “Residential / Limited Commercial and Artist Residential Tenancy Studio Units (ZMU25) - Capstan Village (City Centre)”, to ensure that the phasing of public works and amenities (e.g., the construction of roads, park, affordable housing, Early Childhood Development Hub) are appropriately coordinated with the developer’s market housing and commercial uses, as set out in the proposed “Phasing Key Plan” and “Phasing Summary Table”. (Attachment 8 / Schedules F & G)
- k) Community Planning: As per CCAP policy, the developer proposes to voluntarily contribute \$323,873, based on \$0.25/ft² of maximum buildable floor area (as per ZMU25, the subject site’s proposed site specific zone), to the City’s community planning reserve fund.

Financial Impact or Economic Impact

As a result of the proposed development, the City will take ownership of developer contributed infrastructure assets such as road works, waterworks, storm sewers, sanitary sewers, street lights, street trees, and traffic signals. The anticipated operating budget impact for the ongoing maintenance of these new infrastructure assets is estimated to be \$21,500 annually and will be considered as part of the 2015 and subsequent operating budgets as the works are constructed and turned over to the City.

Conclusion

The subject development is consistent with Richmond's objectives for the subject property and Capstan Village, as set out in the CCAP, the funding strategy for the construction of Capstan Station, and related City policies and objectives. In addition, the proposed project's form and character, Early Childhood Development (EDC) Hub, subsidized and affordable housing, public art, and public park and open space will enhance the establishment of Capstan Village as a high-amenity, transit-oriented, urban community. On this basis, it is recommended that Zoning Bylaw 8500, Amendment Bylaw 9135 be introduced and given first reading.

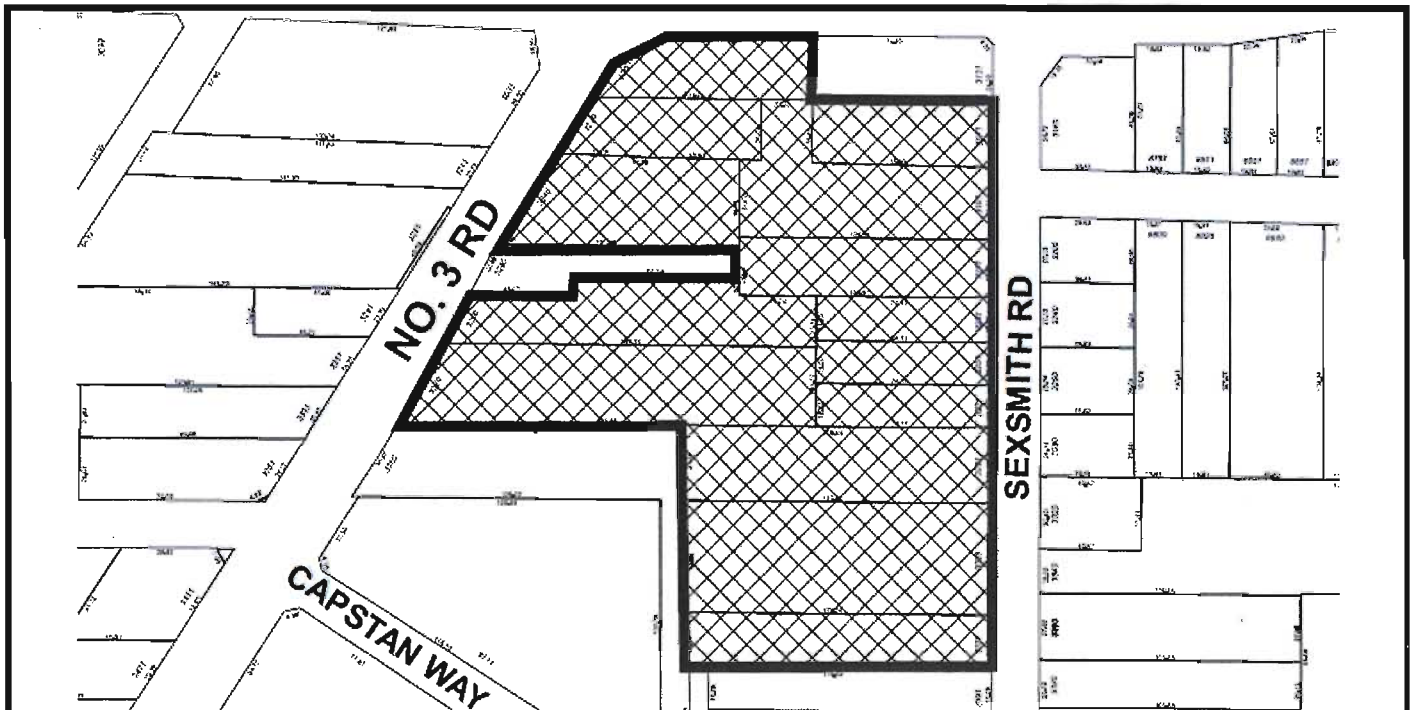
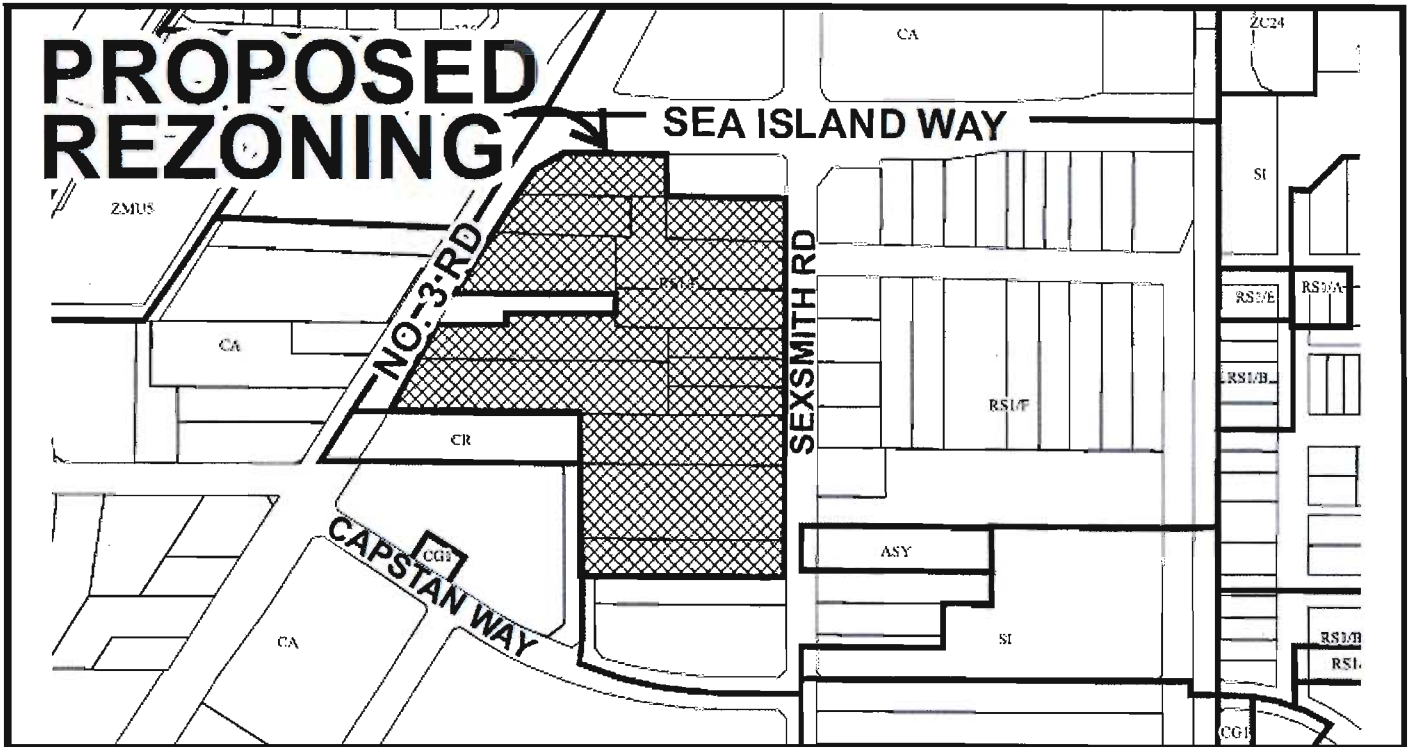


Suzanne Carter-Huffman
Senior Planner/Urban Design

SPC:cas

Attachments:

1. Location Map
2. Aerial Photograph
3. City Centre Area Plan (CCAP) Specific Land Use Map: Capstan Village (2031)
4. Development Application Data Sheet
5. Conceptual Development Plans
6. Neighbouring Properties (Orphaned Lot)
7. Advisory Design Panel Minutes, February 19, 2014 (Excerpt) – Preliminary Review
8. Rezoning Considerations Concurrence, including the following schedules:
 - A. Preliminary Subdivision Plan
 - B. Preliminary Statutory Right-of-Way Plan
 - C. Capstan Station Bonus – Public Open Space (Fee Simple & SRW) Location Map
 - D. ARTS Units: Supplementary Development Permit Requirements
 - E. Early Childhood Development (ECD) Hub – Terms of Reference
 - F. Phasing Key Plan – Engineering, Roads & Parks (3 pages)
 - G. Phasing Summary Table
 - H. Preliminary Functional Roads Plan – Interim & Ultimate (2 pages)
 - I. Conceptual Parks Plan

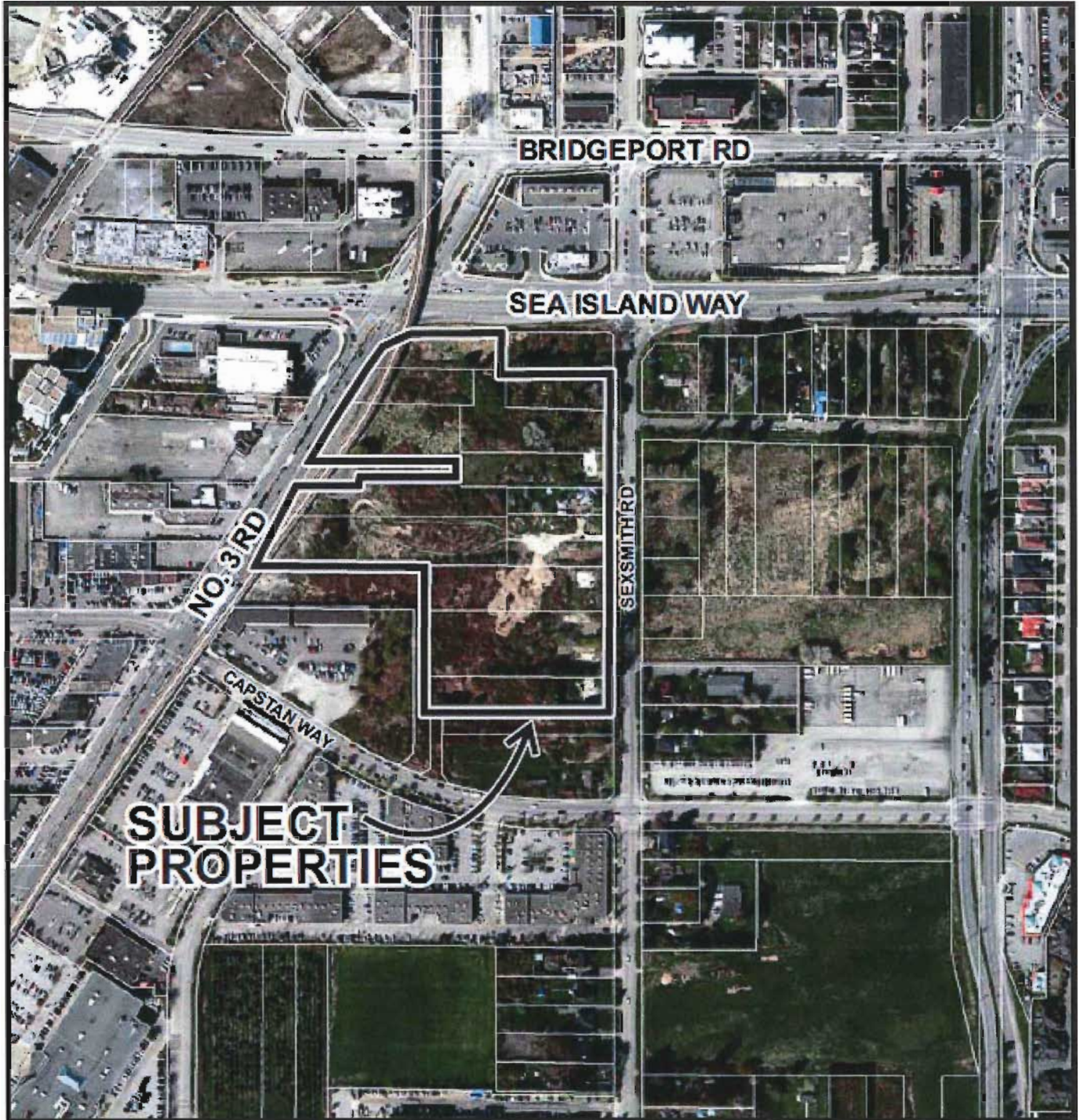


RZ 12-610011

Original Date: 03/05/14

Revision Date:

Note: Dimensions are in METRES



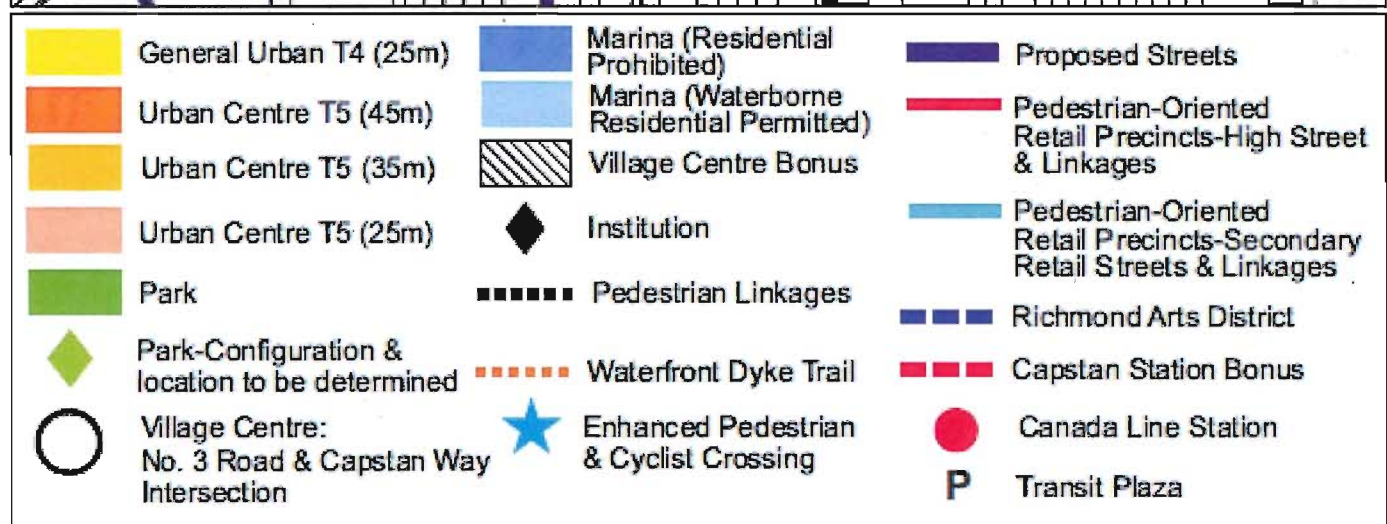
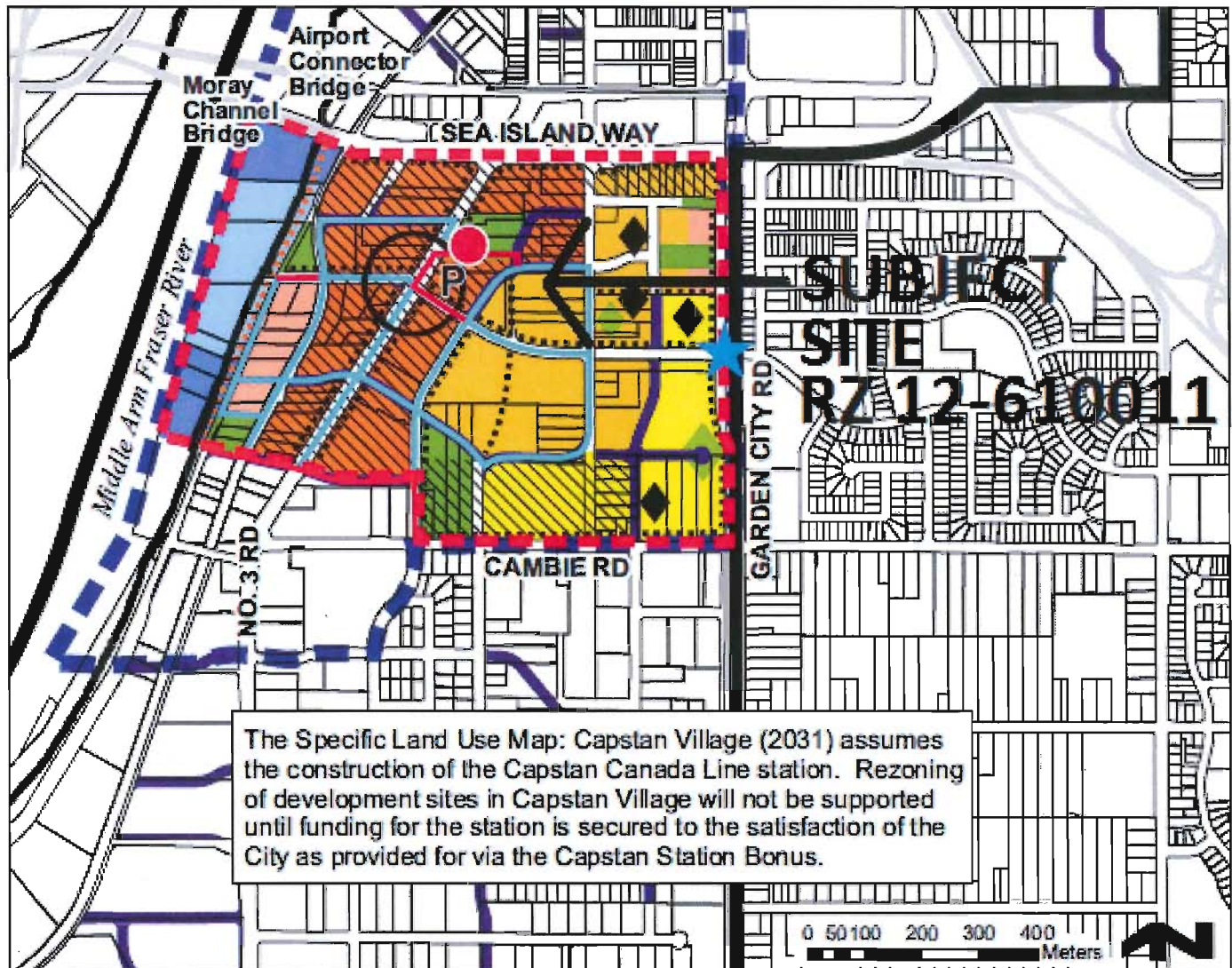
RZ 12-610011

Original Date: 04/03/14

Revision Date:

Note: Dimensions are in METRES

Specific Land Use Map: Capstan Village (2031)

Bylaw 6841
2013/02/12



City of Richmond

6911 No. 3 Road
Richmond, BC V6Y 2C1
www.richmond.ca
604-276-4000

Attachment 4

Development Application Data Sheet

RZ 12-610011

Address: 3200, 3220, 3240, 3300 & 3320 No. 3 Road &
3171, 3191, 3211, 3251, 3271, 3291, 3331 & 3371 Sexsmith Road

Applicant: Pinnacle International (Richmond) Plaza Inc.

Planning Area: City Centre (Capstan Village)

Floor Area Gross: 131,275.4 m² (estimate) Floor Area Net: 126,575.4 m²

	Existing	Proposed
Owner	<ul style="list-style-type: none"> Pinnacle International (Richmond) Plaza 	<ul style="list-style-type: none"> No change
Site Size	<ul style="list-style-type: none"> Gross site: 42,591.8 m² (10.5 ac) 	<ul style="list-style-type: none"> "Net Development Site": 39,203.2 m² (9.7 ac)
Land Uses	<ul style="list-style-type: none"> Large single-family residential lots (vacant) 	<ul style="list-style-type: none"> High-rise apartment & commercial Artist Residential Tenancy Studio (ARTS) units Early Childhood Development (ECD) Hub Park Road
OCP Designation	<ul style="list-style-type: none"> Mixed Use Park 	<ul style="list-style-type: none"> No change
City Centre Area Plan (CCAP) Designation	<ul style="list-style-type: none"> Urban Centre T5 (35 m & 45 m) (2.0 FAR) Village Centre Bonus (1.0 FAR) Capstan Station Bonus (0.5 FAR) Park Pedestrian Linkages Proposed Streets 	<ul style="list-style-type: none"> No change. CCAP permits: <ul style="list-style-type: none"> 100% of net site area to be used for residential density (39,204.5 m²); & 73% of net site to be used for Village Centre Bonus density (28,568.5 m²)
Zoning	<ul style="list-style-type: none"> Single Detached (RS1/F) 	<ul style="list-style-type: none"> Residential / Limited Commercial & Artist Residential Tenancy Studio (ARTS) Units (ZMU25) – Capstan Village (City Centre)
Net Floor Area	<ul style="list-style-type: none"> N/A 	<ul style="list-style-type: none"> Non-Residential: 28,567.4 m² <ul style="list-style-type: none"> 95% Commercial: 27,139.0 m² 5% ECD Hub: 1,428.4 m² Residential: 98,008.0 m² <ul style="list-style-type: none"> 94% Market units: 91,783.8 m² 5% Affordable housing: 4,830.7 m² 1% ARTS units: 1,393.5 m² Total: 126,575.4 m²
Number of Units	<ul style="list-style-type: none"> Nil (vacant) 	<ul style="list-style-type: none"> Market units: +/-1,048 Affordable housing: +/-63 <ul style="list-style-type: none"> Approx. 20% 1-BR, 60% 2-BR & 20% 3-BR ARTS units: 17 <ul style="list-style-type: none"> Approx. 30% Bach, 40% 1-BR & 30% 2-BR Total: +/-1,128
Accessible Housing	<ul style="list-style-type: none"> N/A 	<ul style="list-style-type: none"> Basic Universal Housing (BUH): <ul style="list-style-type: none"> 100% affordable housing units 1 ARTS unit 15% market residential units Aging in Place Features: 100% units

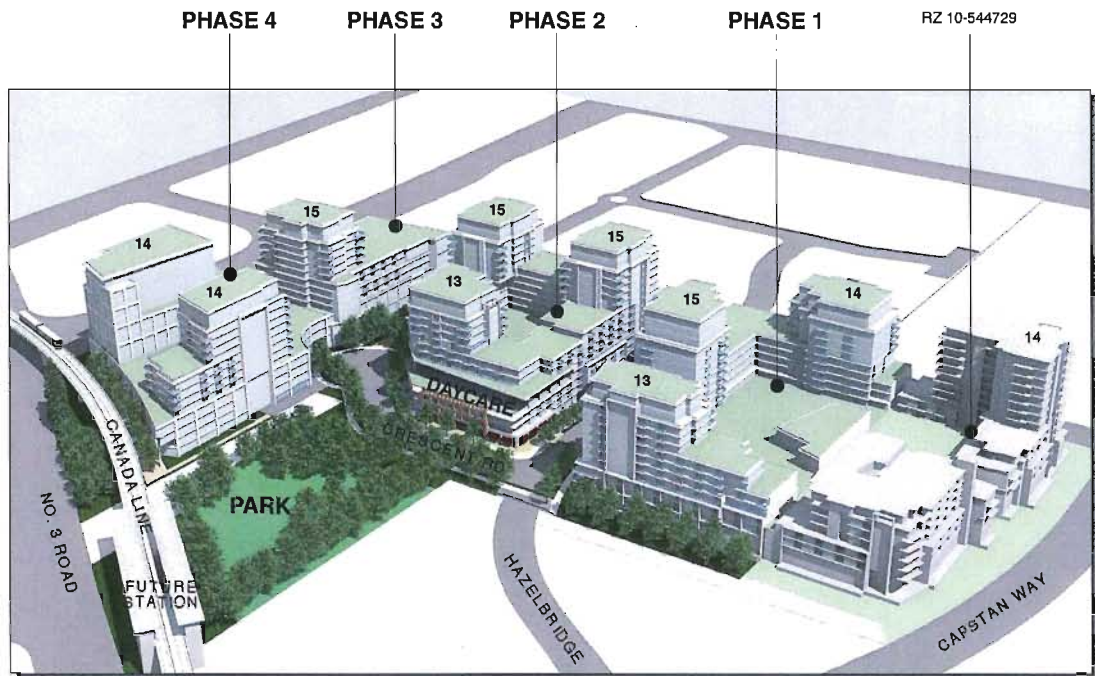
Aircraft Noise Sensitive Development	<ul style="list-style-type: none"> • ANSD "Area 3": Moderate Aircraft Noise Area (All land uses may be considered) <ul style="list-style-type: none"> - Restrictive covenant(s), acoustic reports, noise mitigation, mechanical ventilation & air conditioning capability or equivalent are required
---	---

On Future Subdivided Lots	New Site Specific "ZMU25" Zone	Proposed Development	Variance
Net Floor Area Ratio (FAR)	<ul style="list-style-type: none"> • Residential: 2.5 • Village Centre Bonus: 1.0 	<ul style="list-style-type: none"> • Residential: 2.5 • Village Centre Bonus: 1.0 	<ul style="list-style-type: none"> • None permitted
Buildable Floor Area (Max.)	<ul style="list-style-type: none"> • Residential (R): 98,008.0 m², including Artist Residential Tenancy Studio (ARTS) units & affordable housing • Non-residential (NR): 28,567.4 m², including Early Childhood Development (ECD) Hub • Total: 126,575.4 m² 	<ul style="list-style-type: none"> • Lot 1: (R) 35,144.1 m² & (NR) Nil • Lot 2: (R) 39,194.5 m² & (NR) 1,688.5 m² • Lot 3: (R) 15,732.2 m² & (NR) Nil • Lot 4: (R) 7,937.2 m² & (NR) 26,878.9 m² 	<ul style="list-style-type: none"> • None permitted
Lot Coverage (Building)	<ul style="list-style-type: none"> • Max. 90%, excluding areas granted via a statutory right-of-way for road or park 	<ul style="list-style-type: none"> • 90% 	<ul style="list-style-type: none"> • None
Lot Size (Min.)	<ul style="list-style-type: none"> • Lot 1: 9,000 m² • Lot 2: 8,800 m² • Lot 3: 3,200 m² • Lot 4: 7,000 m² 	<ul style="list-style-type: none"> • Lot 1: 9,131 m² • Lot 2: 8,936 m² • Lot 3: 3,429 m² • Lot 4: 7,175 m² 	<ul style="list-style-type: none"> • None
Setback @ Canada Line	<ul style="list-style-type: none"> • For dwellings, amenity space & child care): 20.0 m, but may be 10.0 m based on an approved DP • Other uses: 6.0 m, but may be 3.0 m based on an approved DP 	<ul style="list-style-type: none"> • For dwellings, amenity space & child care): 10.0 m minimum • Other uses: 3.0 m minimum 	<ul style="list-style-type: none"> • None
Setback @ Road & Park	<ul style="list-style-type: none"> • 6.0 m, but may be 3.0 m based on an approved DP 	<ul style="list-style-type: none"> • 3.0 m minimum 	<ul style="list-style-type: none"> • None
Setback @ Interior Side Yard	<ul style="list-style-type: none"> • 6.0 m, but may be 0.0 m based on an approved DP 	<ul style="list-style-type: none"> • 0.0 m minimum 	<ul style="list-style-type: none"> • None
Setback for Parking Below Grade	<ul style="list-style-type: none"> • 0.0 m 	<ul style="list-style-type: none"> • 0.0 m 	<ul style="list-style-type: none"> • None
Height	<ul style="list-style-type: none"> • North of Hazelbridge Way: 47 m GSC • South of Hazelbridge Way: 35 m, but may be 47 m GSC based on an approved DP 	<ul style="list-style-type: none"> • Varies (47 m GSC maximum) 	<ul style="list-style-type: none"> • None
Off-Street Parking Spaces (Min.) • Residents (R) • Affordable & ARTS unit residents (A) • Visitors (V)	<p>"Zone 1" @ build-out:</p> <ul style="list-style-type: none"> • (R) 0.9 spaces/unit* • (A) 0.81 spaces/unit* • (V) 0.18 spaces/unit/** <p>* Includes approved transportation demand management (10%) reduction ** 50% Visitor may be shared with Commercial</p>	<ul style="list-style-type: none"> • (R) +/- 1,048 spaces • (A) +/- 66 spaces • (V) +/- 103 spaces • Sub-total: +/- 1,217 spaces* <p>* Includes 99 pre-approved spaces @ 8677 Capstan Way</p>	<ul style="list-style-type: none"> • None
Off-Street Parking Spaces (Min.) • Commercial (C) • Early Childhood Development Hub (ECD)	<p>"Zone 1" @ build-out:</p> <ul style="list-style-type: none"> • (C) varies with specific use* • (ECD) 32 spaces <p>* Transportation demand management (10%) reduction permitted</p>	<ul style="list-style-type: none"> • (C) +/- 586 spaces* • (ECD) 32 spaces • Sub-total: 618 spaces <p>* 250 spaces secured via a SRW on Lot 1, including 125 for general public use</p>	<ul style="list-style-type: none"> • None
Off-Street Parking – • Total Spaces	<ul style="list-style-type: none"> • To be confirmed on a DP-by-DP basis 	<ul style="list-style-type: none"> • +/- 1,835 spaces* <p>* Includes 99 pre-approved spaces @ 8677 Capstan Way</p>	<ul style="list-style-type: none"> • None
Tandem (Resident) Parking Spaces	<ul style="list-style-type: none"> • Permitted 	<ul style="list-style-type: none"> • To be determined 	<ul style="list-style-type: none"> • None

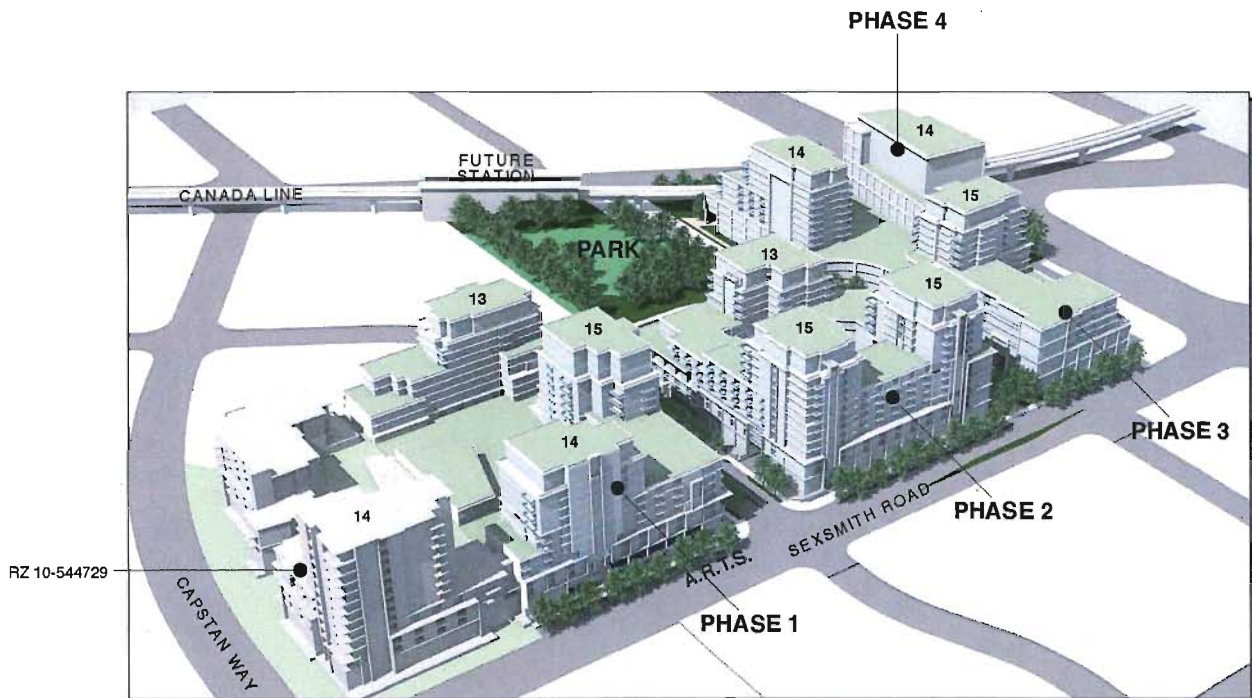
On Future Subdivided Lots	New Site Specific "ZMU25" Zone	Proposed Development	Variance
Amenity Space – Indoor	<ul style="list-style-type: none"> 2 m²/unit Approx. 2,256 m², based on 1,128 units 	<ul style="list-style-type: none"> As required 	<ul style="list-style-type: none"> None
Amenity Space – Outdoor (OCP) & Landscaping (CCAP)	<ul style="list-style-type: none"> OCP: 6.0 m²/unit CCAP: 10% net site 	<ul style="list-style-type: none"> As required 	<ul style="list-style-type: none"> None
Capstan Station Bonus – Park Requirement	<ul style="list-style-type: none"> 5.74 m² per unit or 6,810.4 m², whichever is greater 	<ul style="list-style-type: none"> Fee simple: 5,000.4 m² (1.23 ac) SRW: 1,810.0 m² (0.45 ac) Total: 6,810.4 m² (1.68 ac) 	<ul style="list-style-type: none"> None

Other: Tree replacement compensation required for the loss of any significant trees.

Attachment 5
Conceptual Development Plans



Aerial View from Southwest (Capstan & No 3)



Aerial View from Southeast (Capstan & Sexsmith)

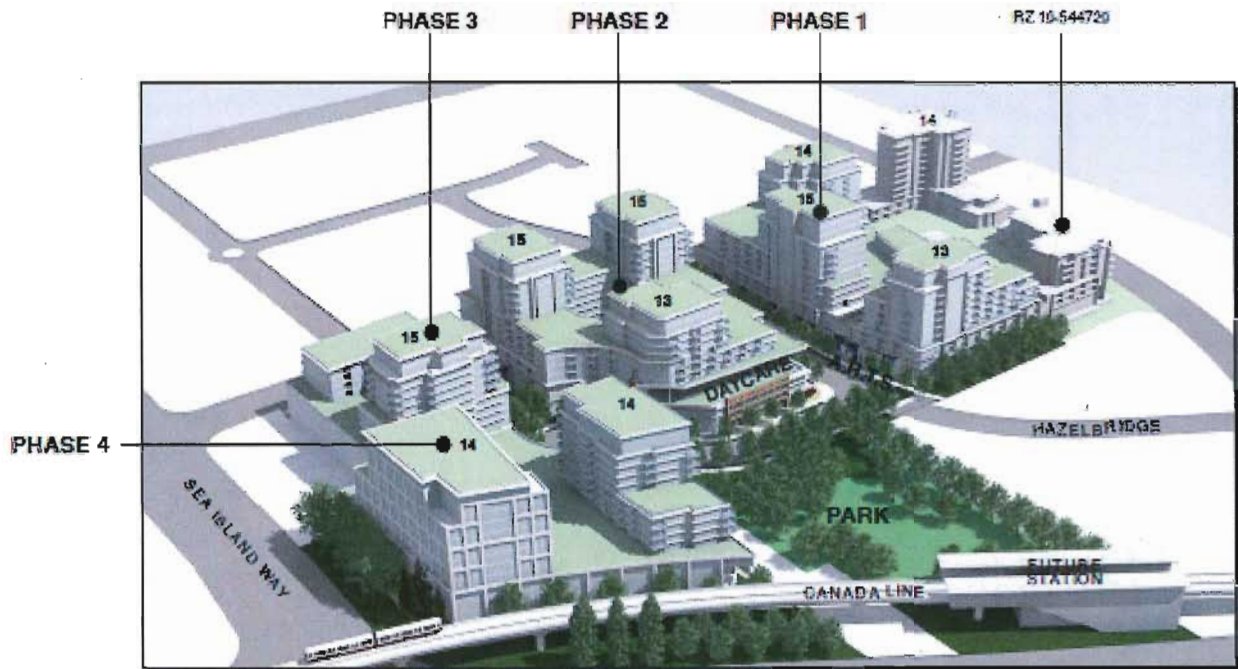
Massing Concept

Rezoning Application
Capstan Village
City of Richmond

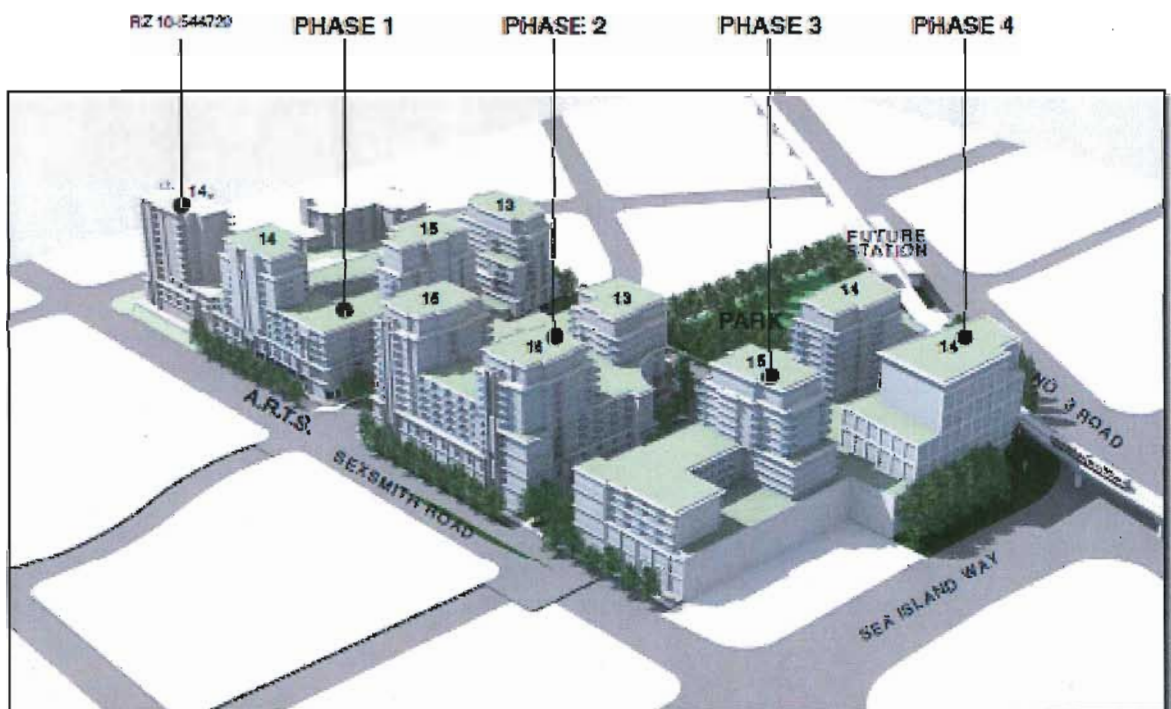
PINNACLE INTERNATIONAL
BINGHAM HILL ARCHITECTS

PLN - 125

Attachment 5
Conceptual Development Plans



Aerial View from Northwest (No 3 & Sea Island)



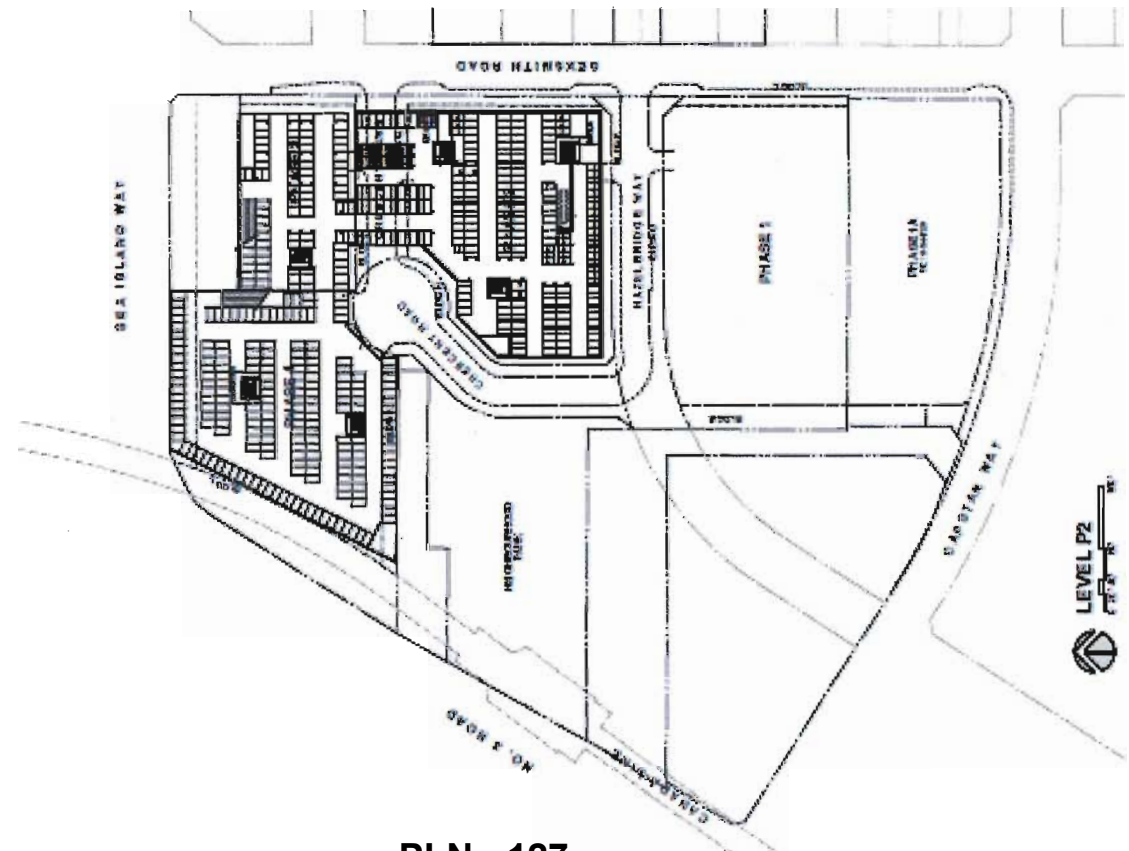
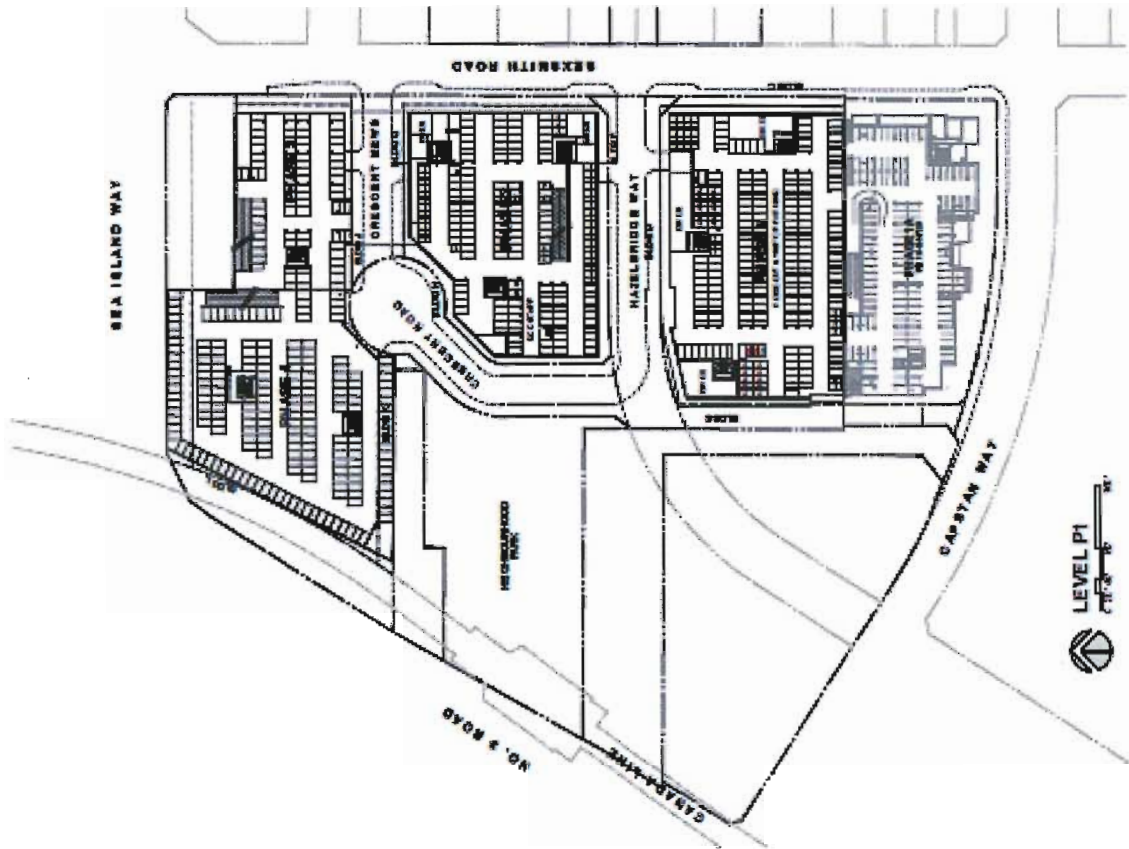
Aerial View from Northeast (Sexsmith & Sea Island)

Massing Concept

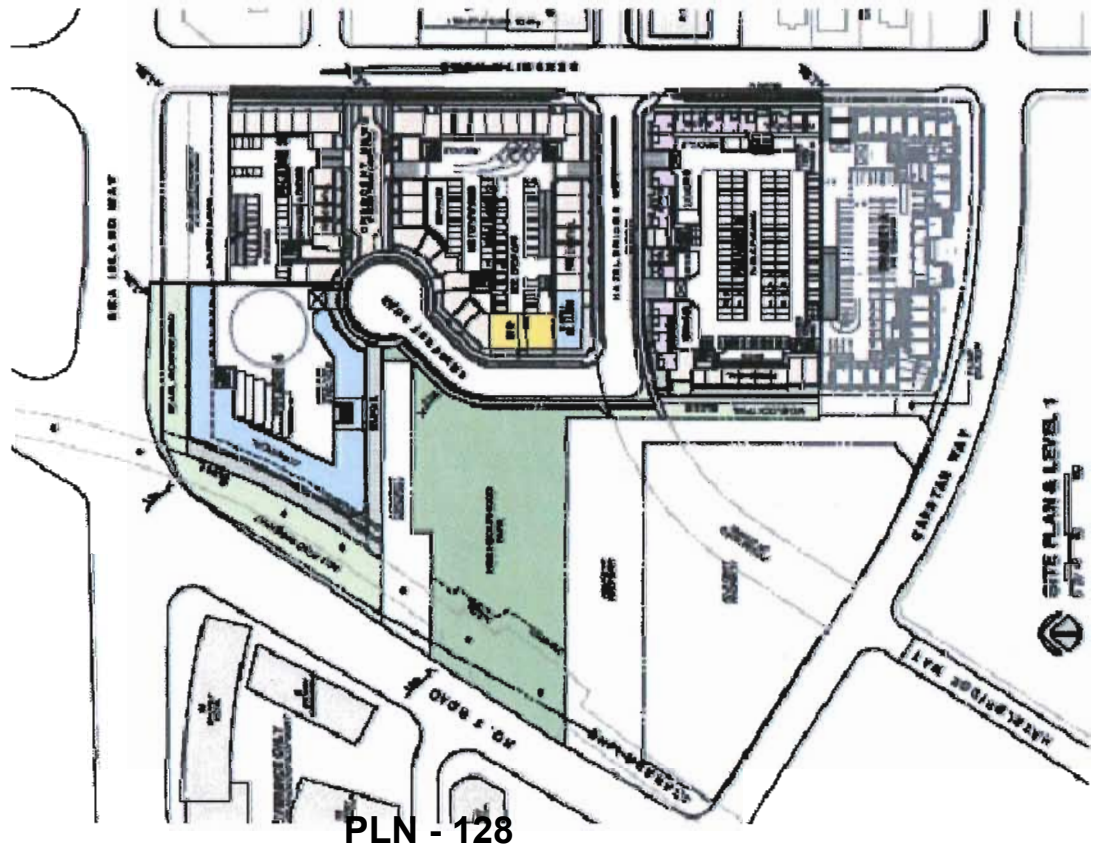
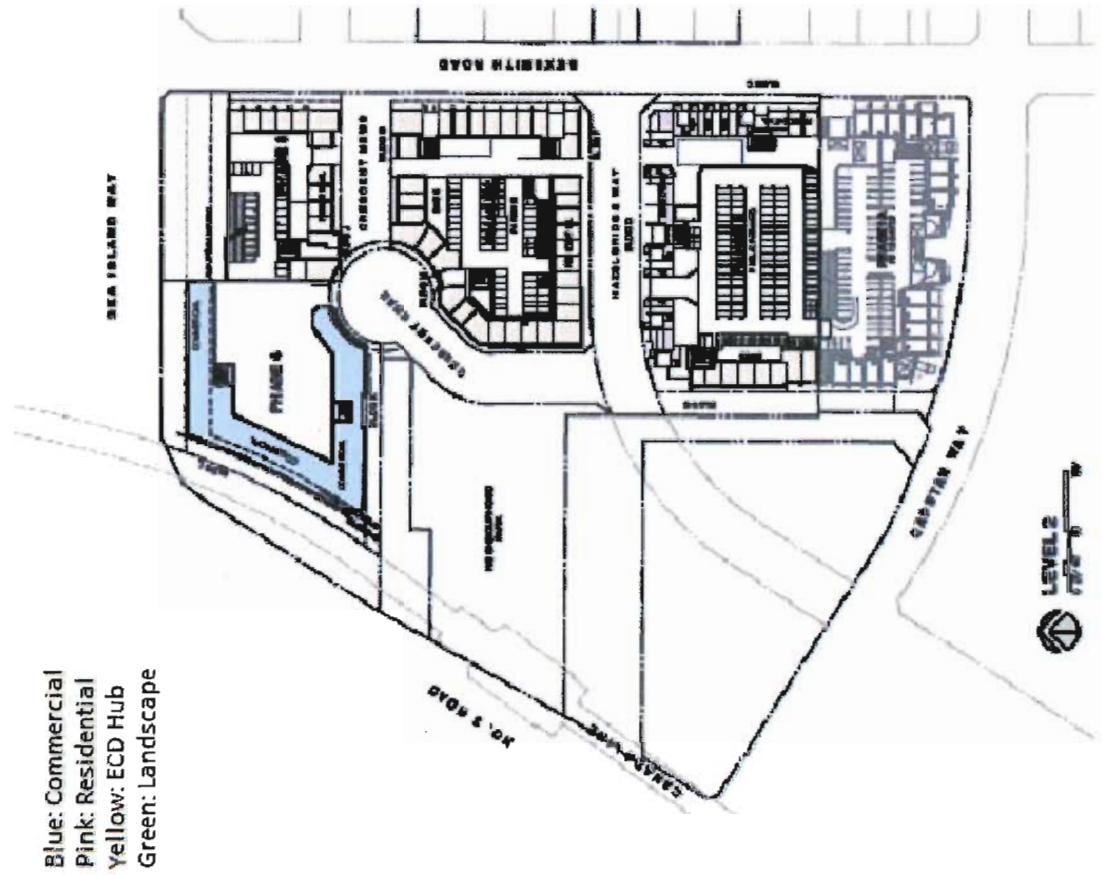
Rezoning Application
Capstan Village
City of Richmond

PINNACLE INTERNATIONAL
BINGHAM HILL ARCHITECTS

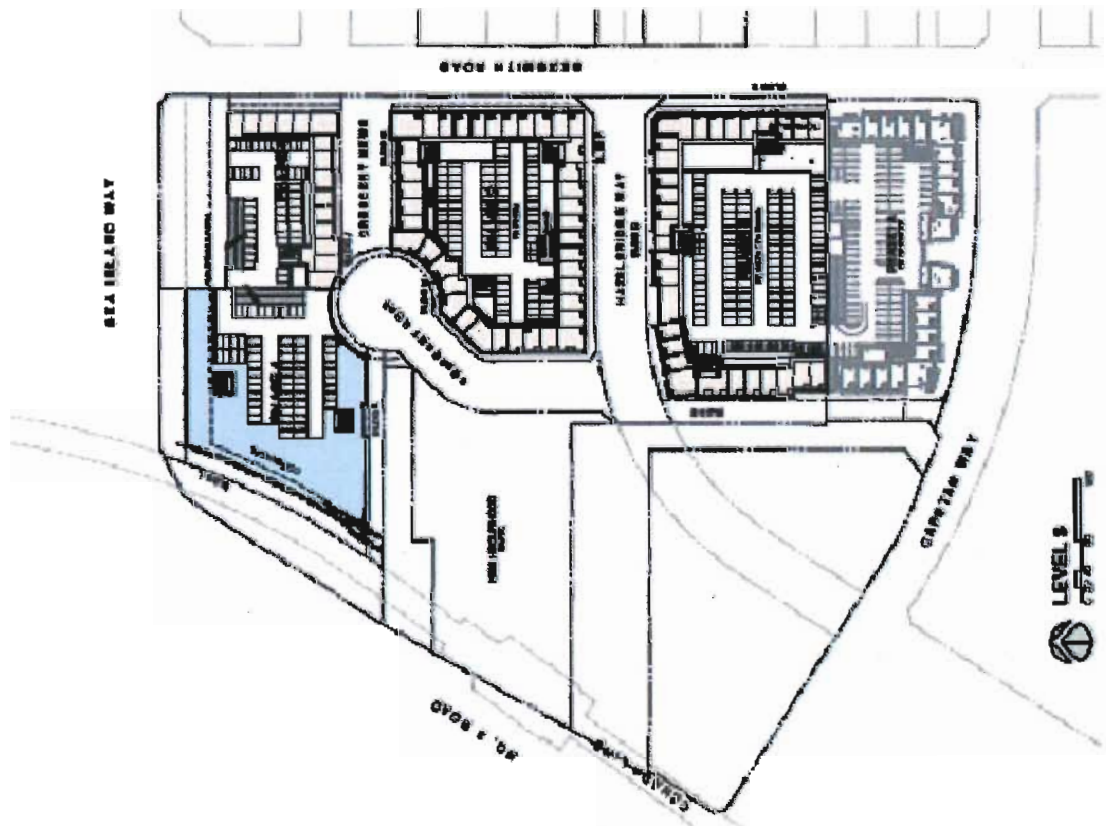
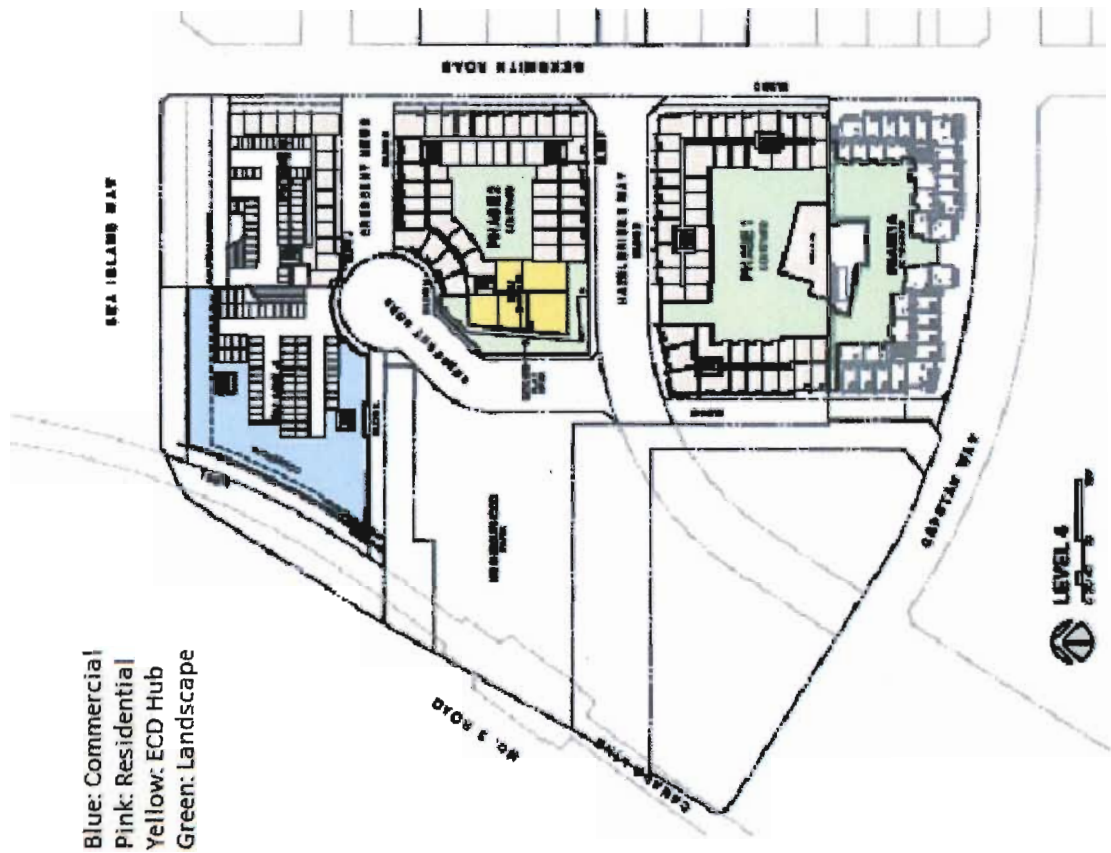
PLN - 126



PLN - 127

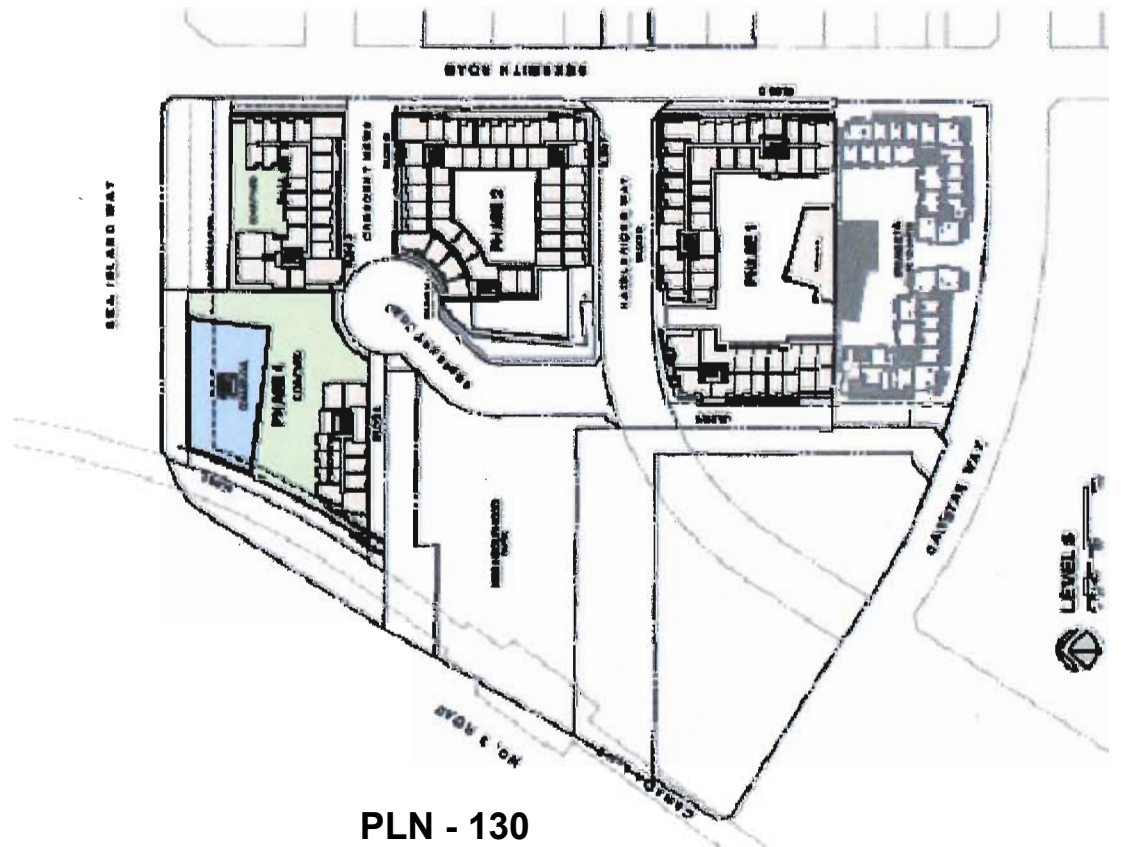
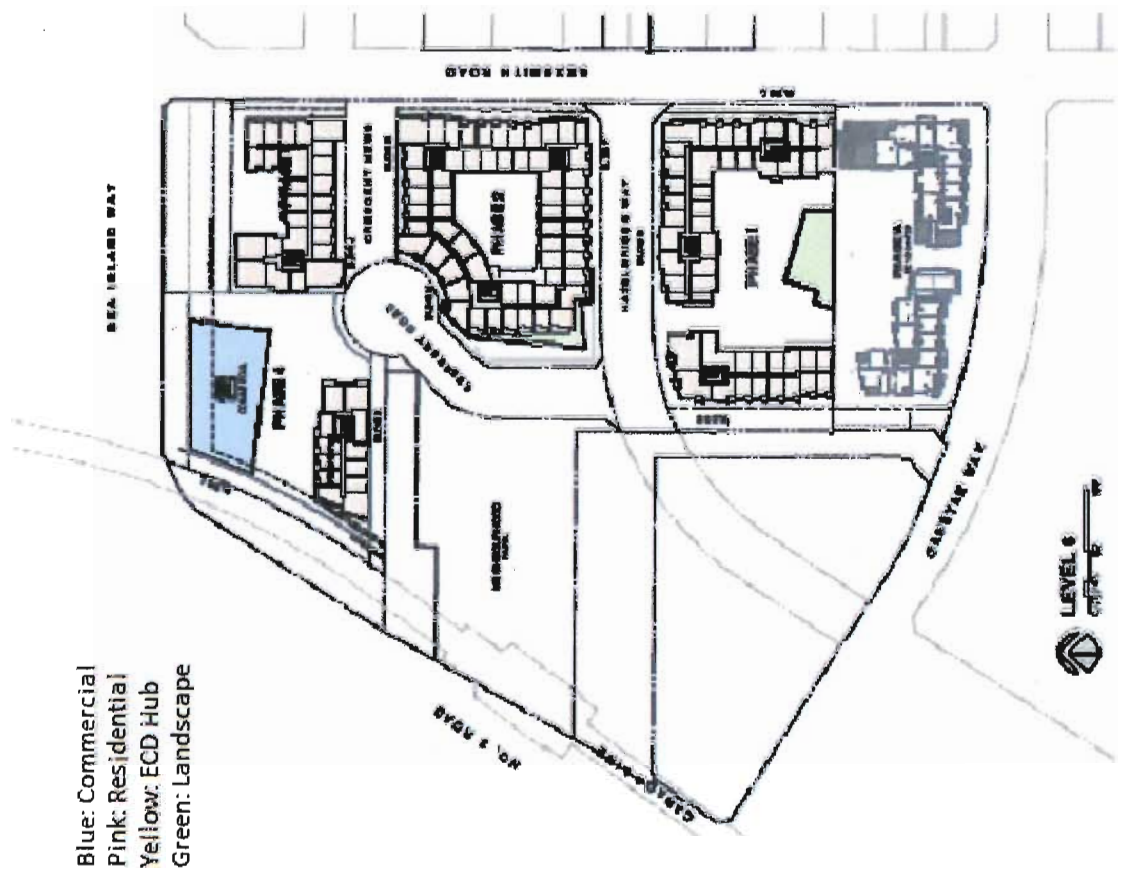


PLN - 128

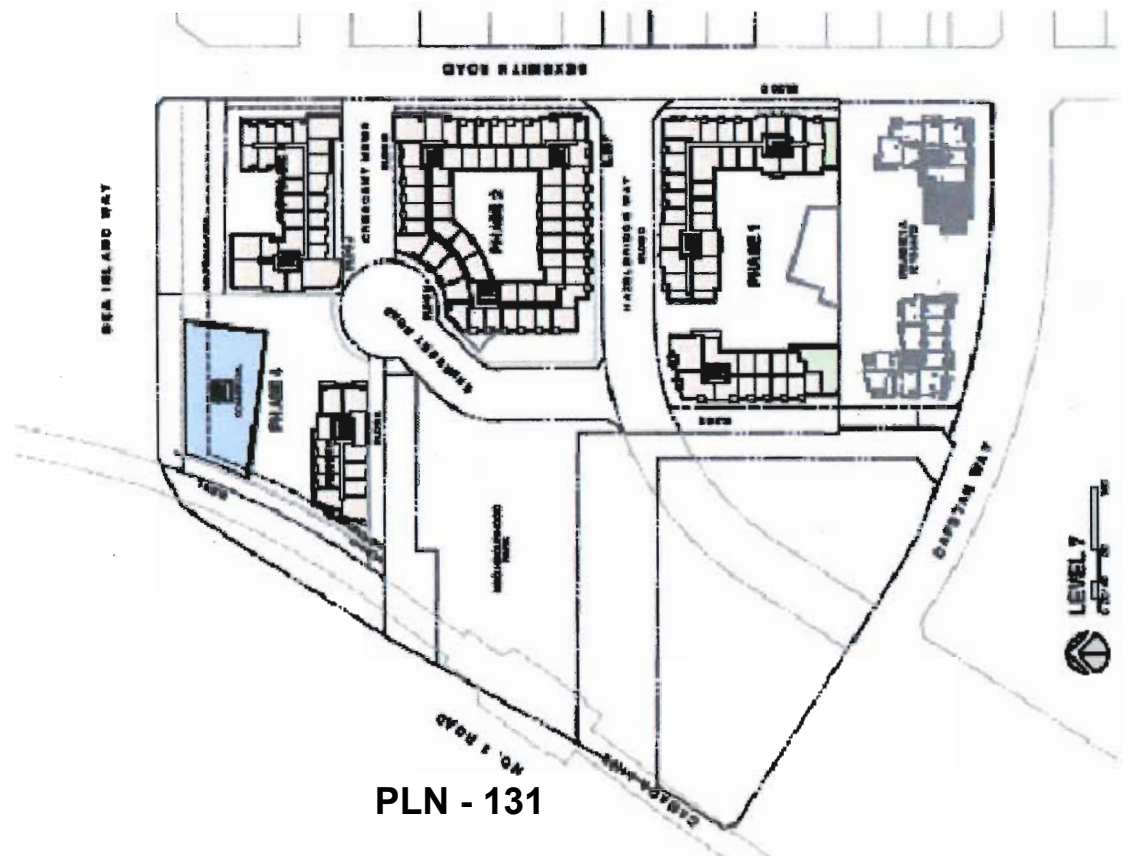
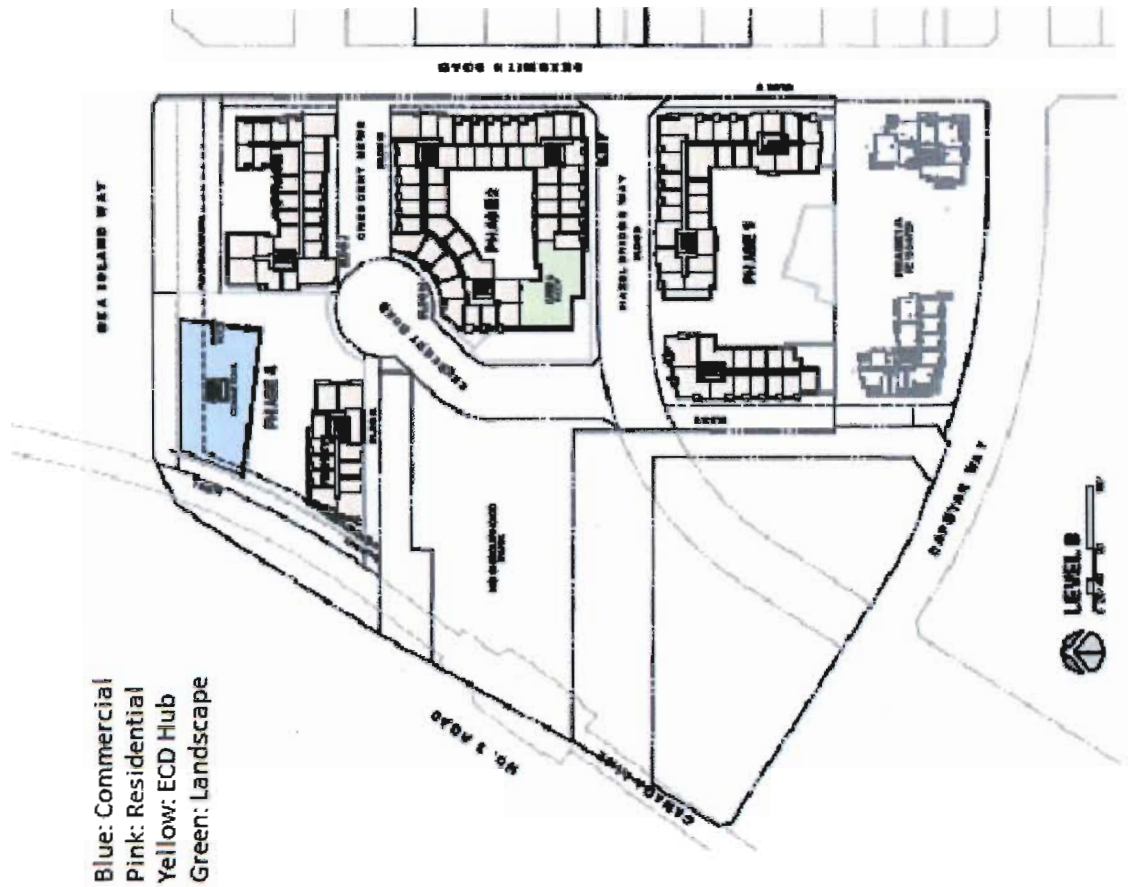


PLN - 129

Attachment 5 Conceptual Development Plans

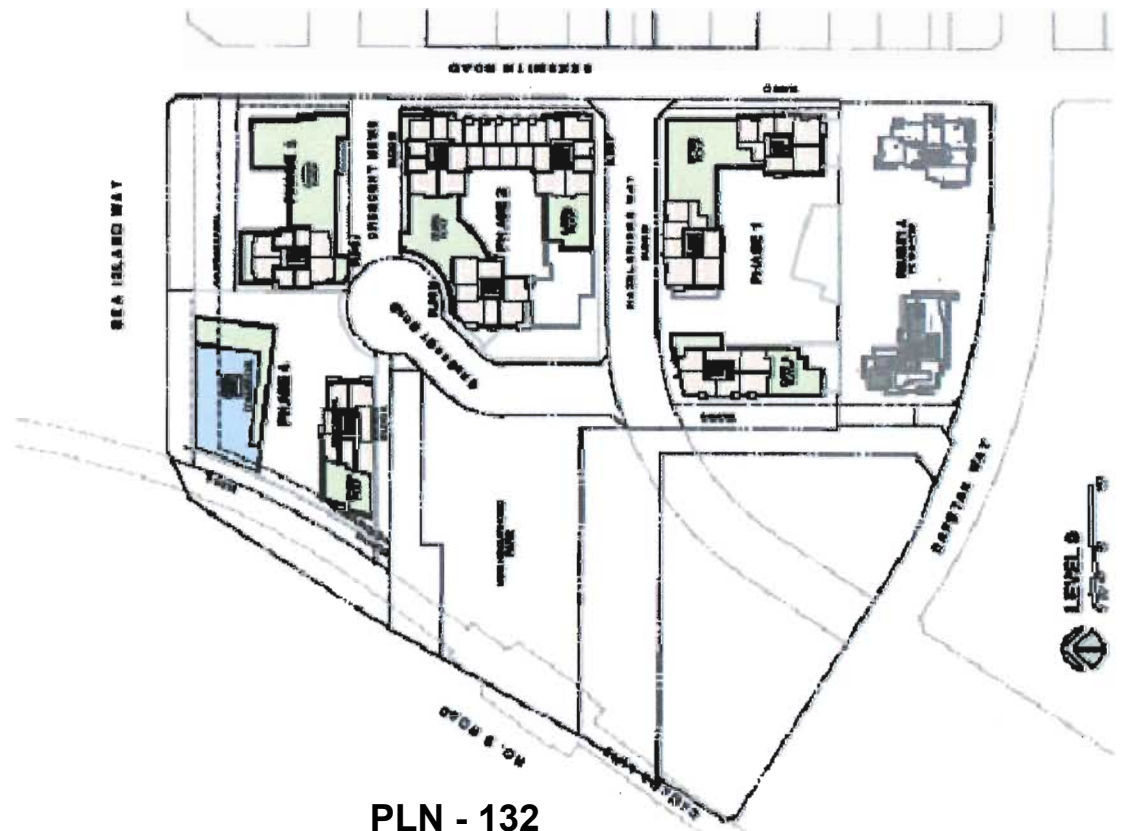
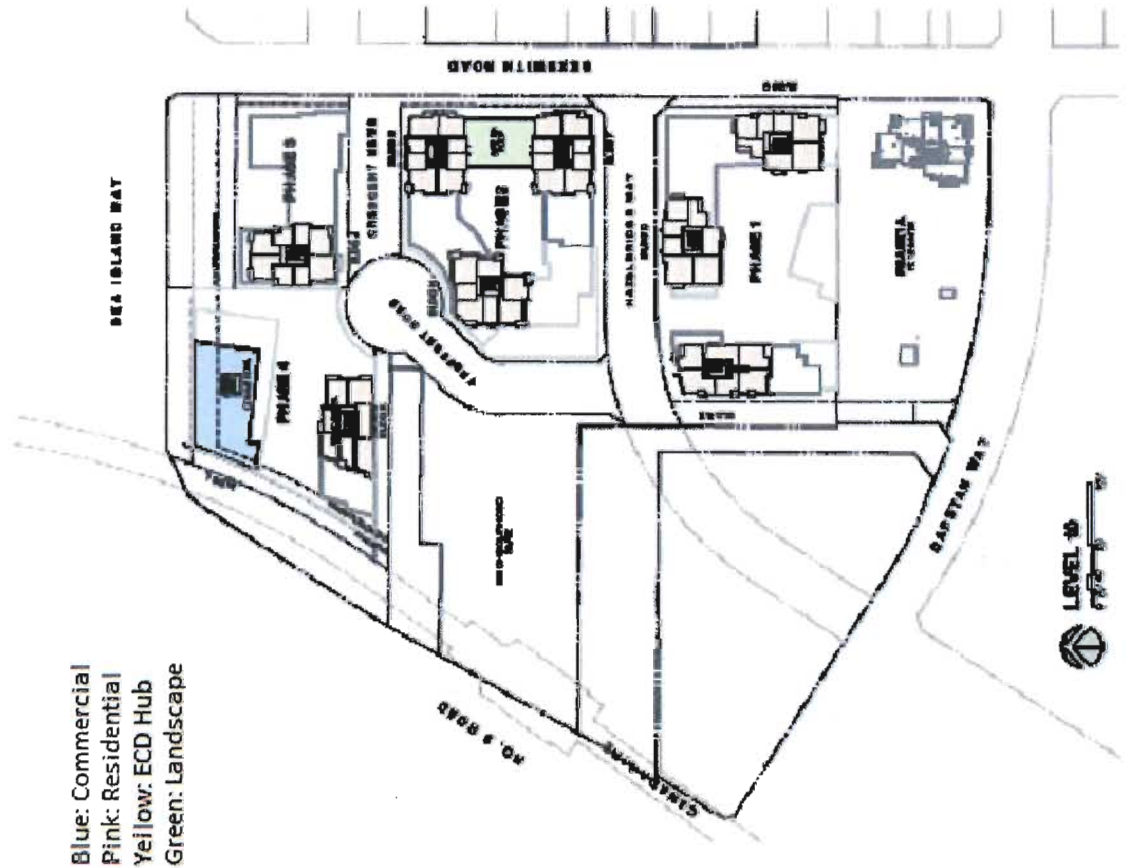


PLN - 130



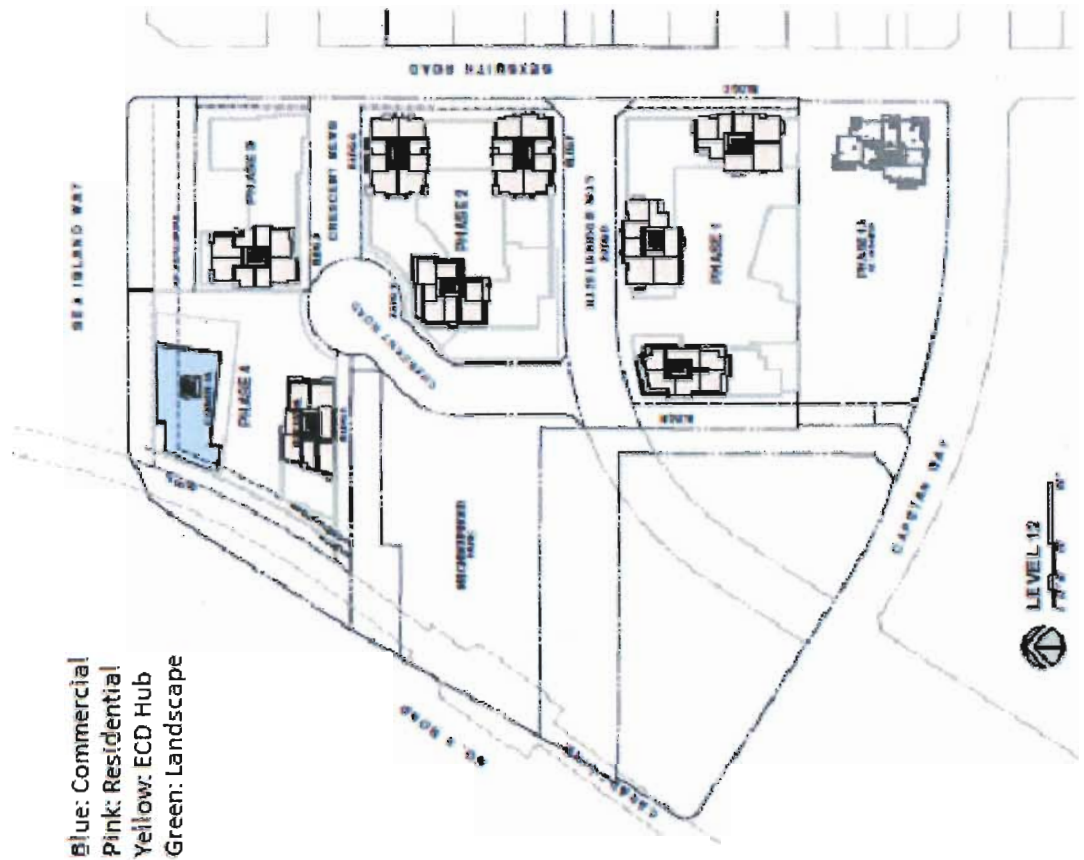
PLN - 131

Attachment 5 Conceptual Development Plans

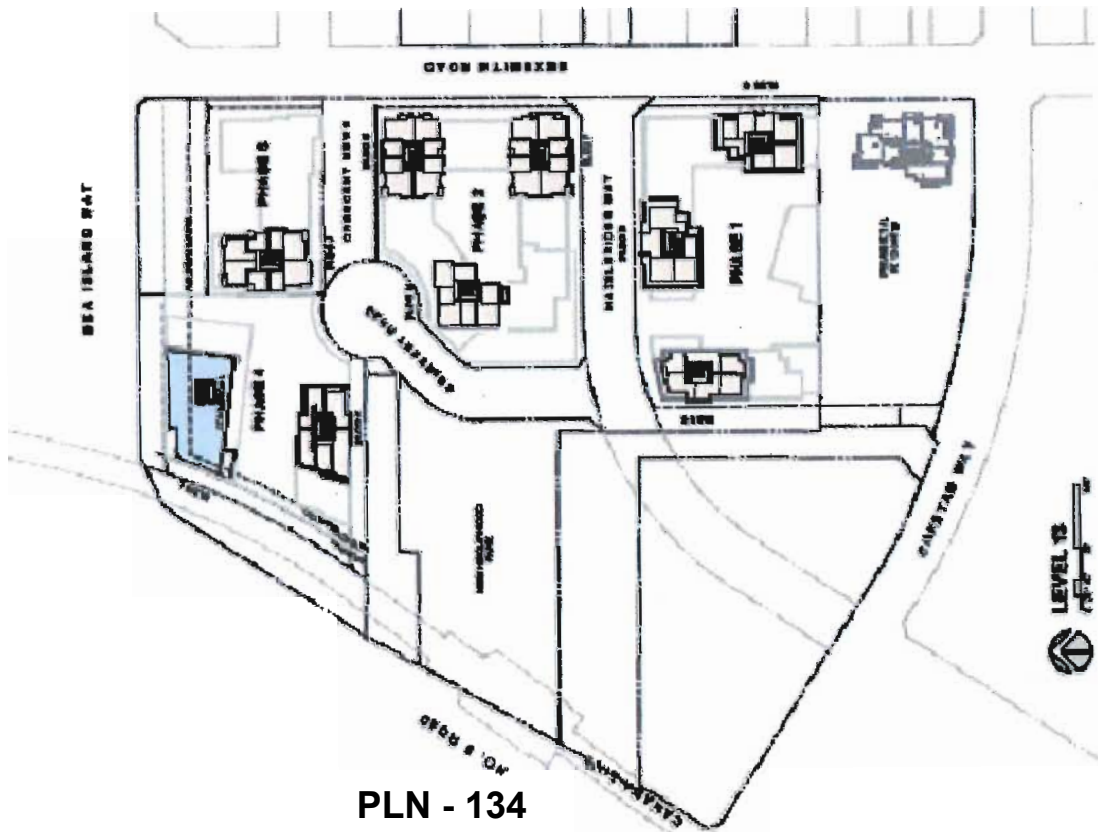
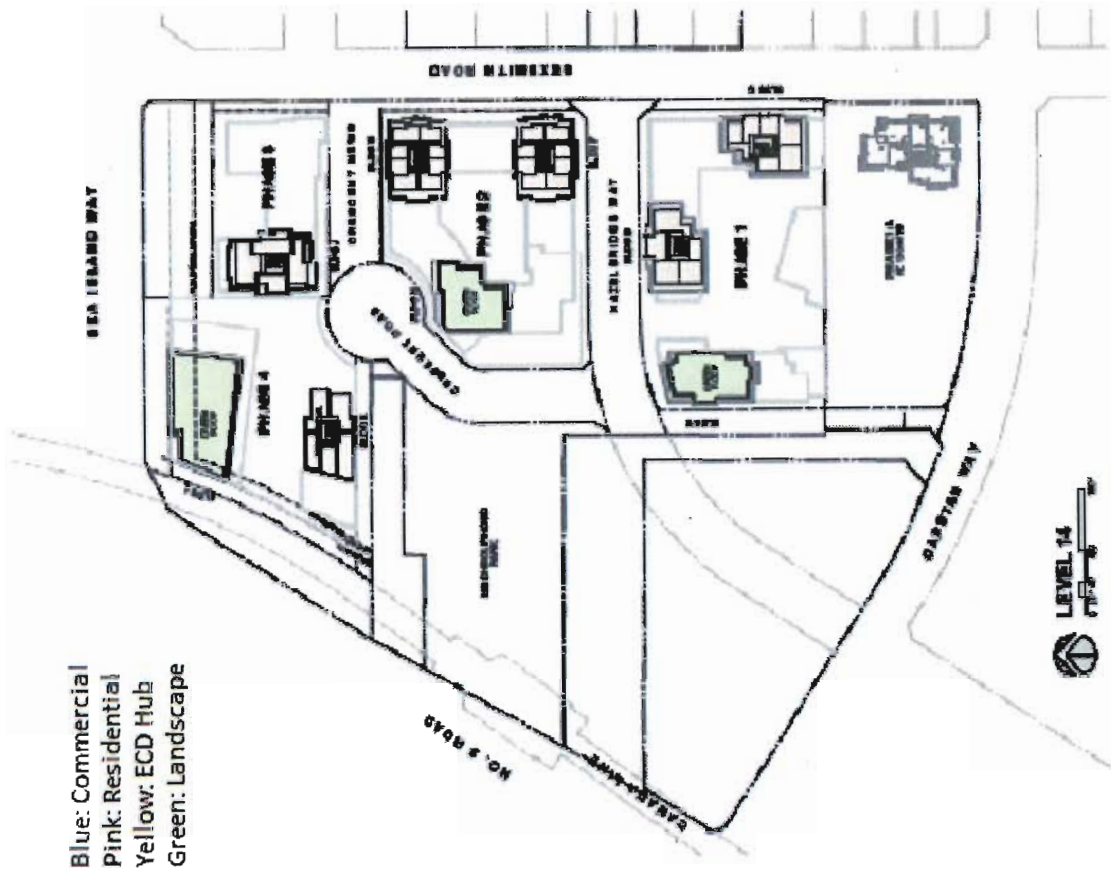


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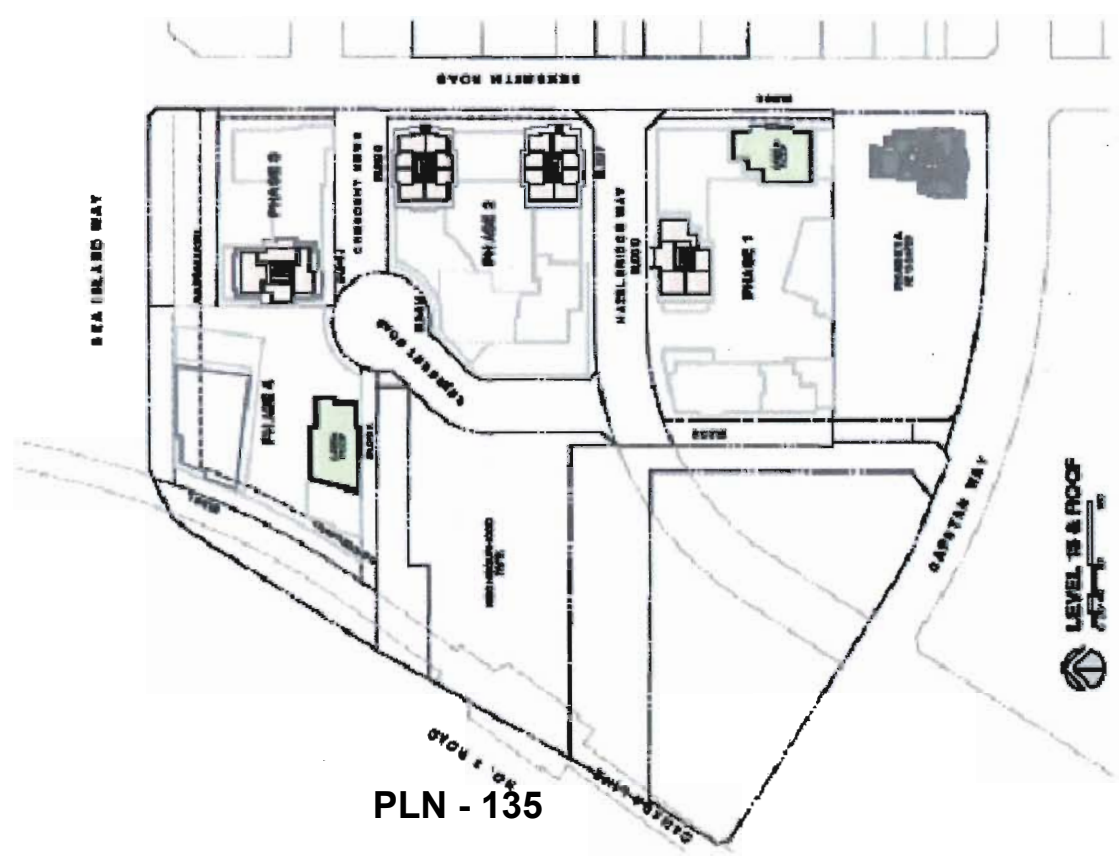
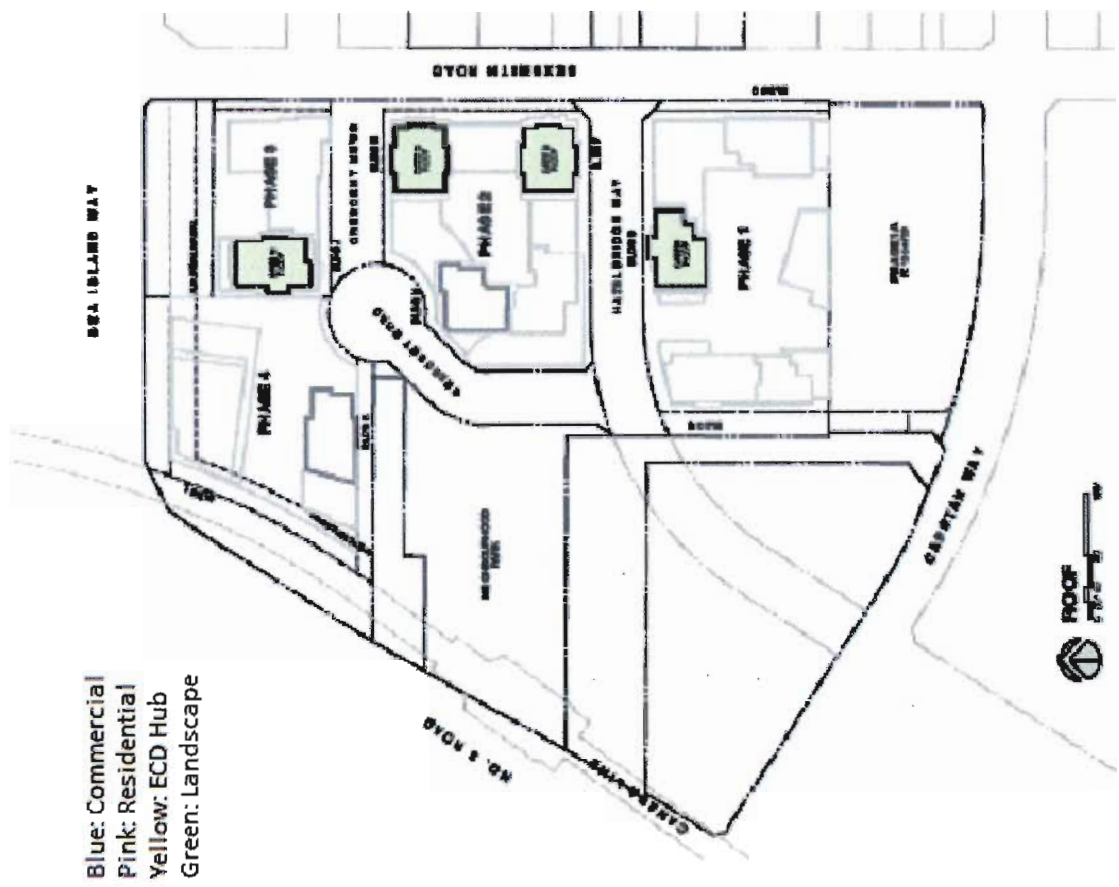
Attachment 5 Conceptual Development Plans



PLN - 133

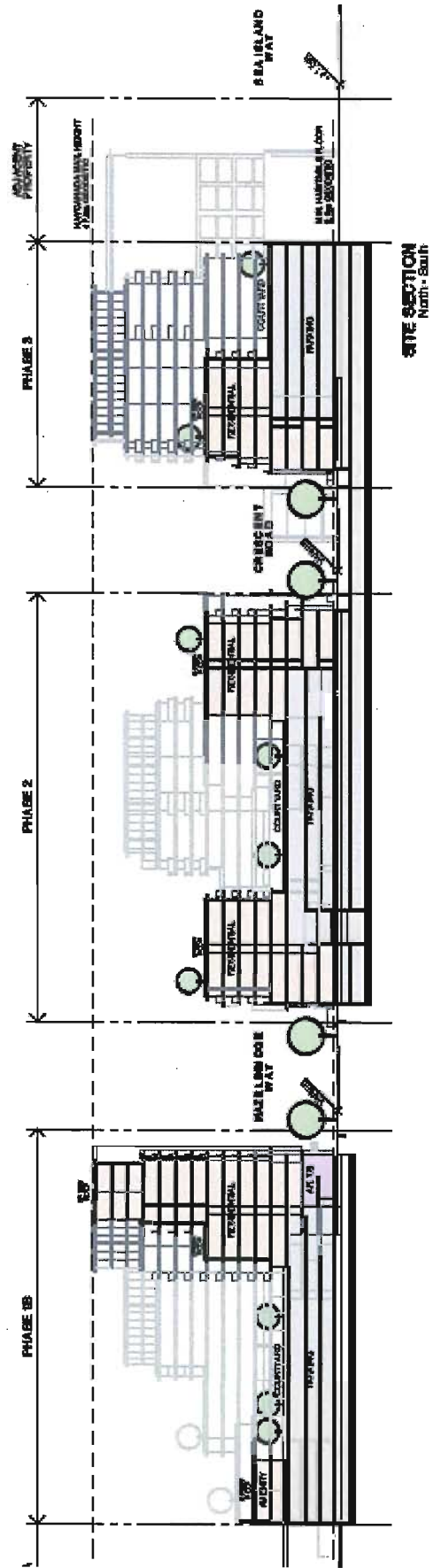
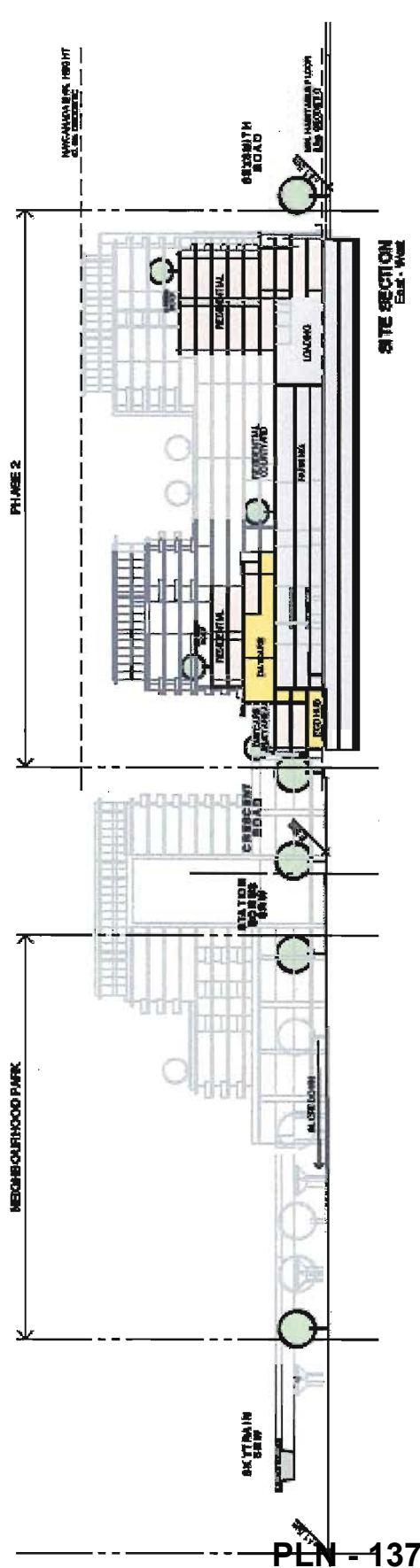


PLN - 134

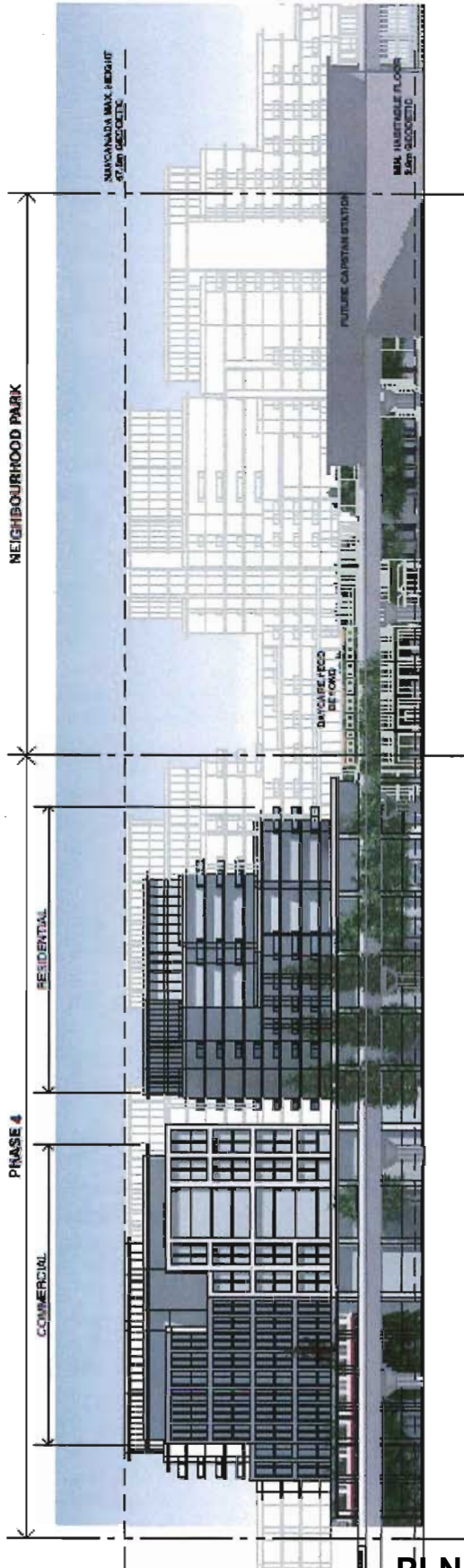


PLN - 135

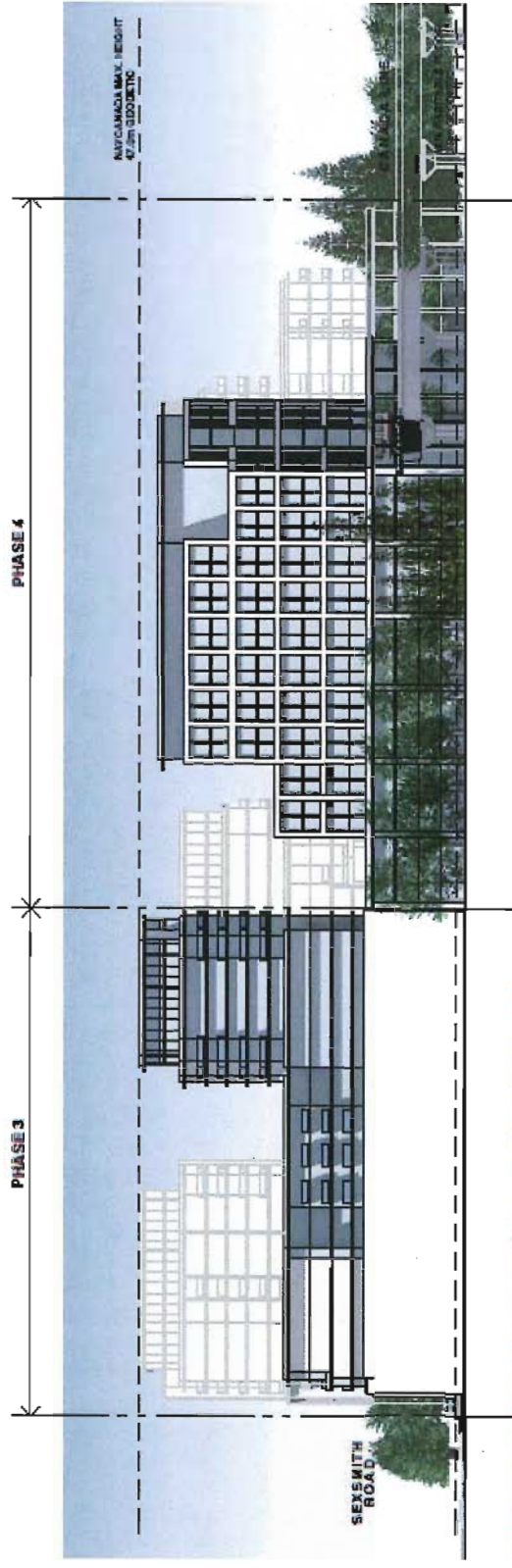




Site Sections

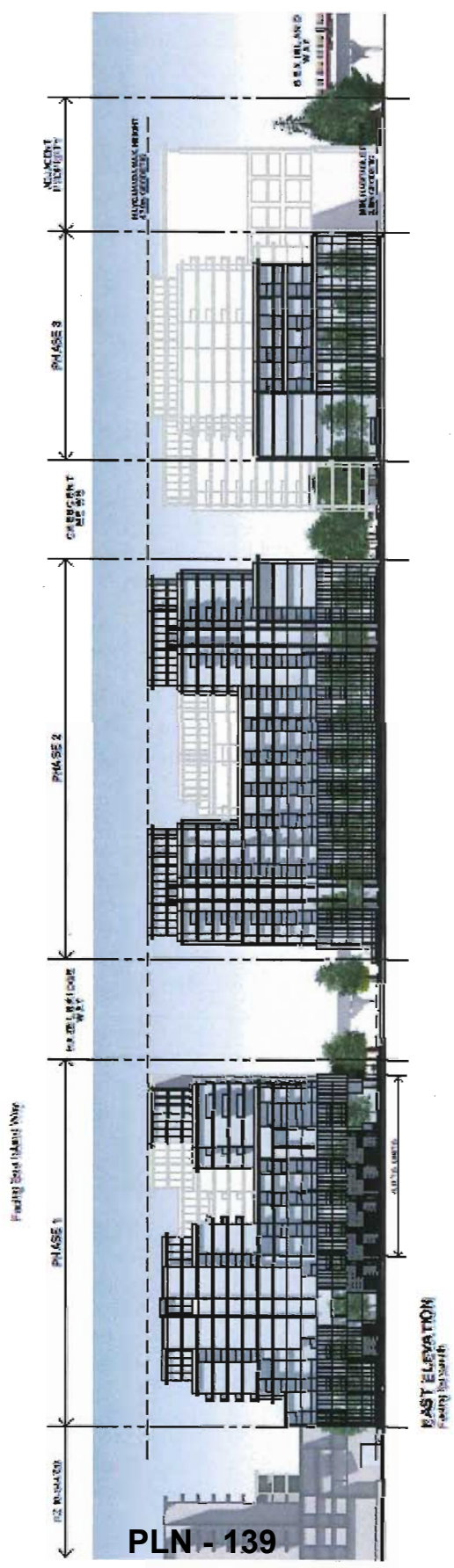


WEST ELEVATION (No. 3 Road)

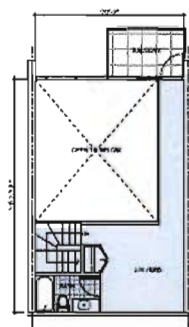


NORTH ELEVATION (Sea Island Way)

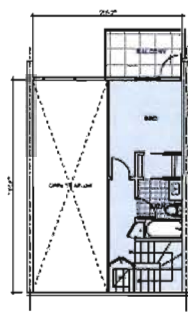
Attachment 5
Conceptual Development Plans



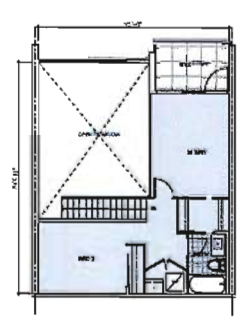
Attachment 5 **Conceptual Development Plans**



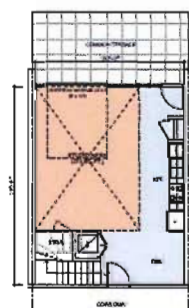
ARTS - BACHELOR
 LEVEL2



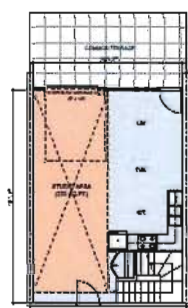
ARTS - 1 BEDROOM
 LEVEL2



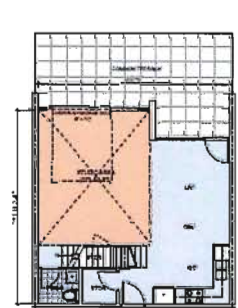
ARTS - 2 BEDROOM
 LEVEL2



ARTS - BACHELOR
 LEVEL1



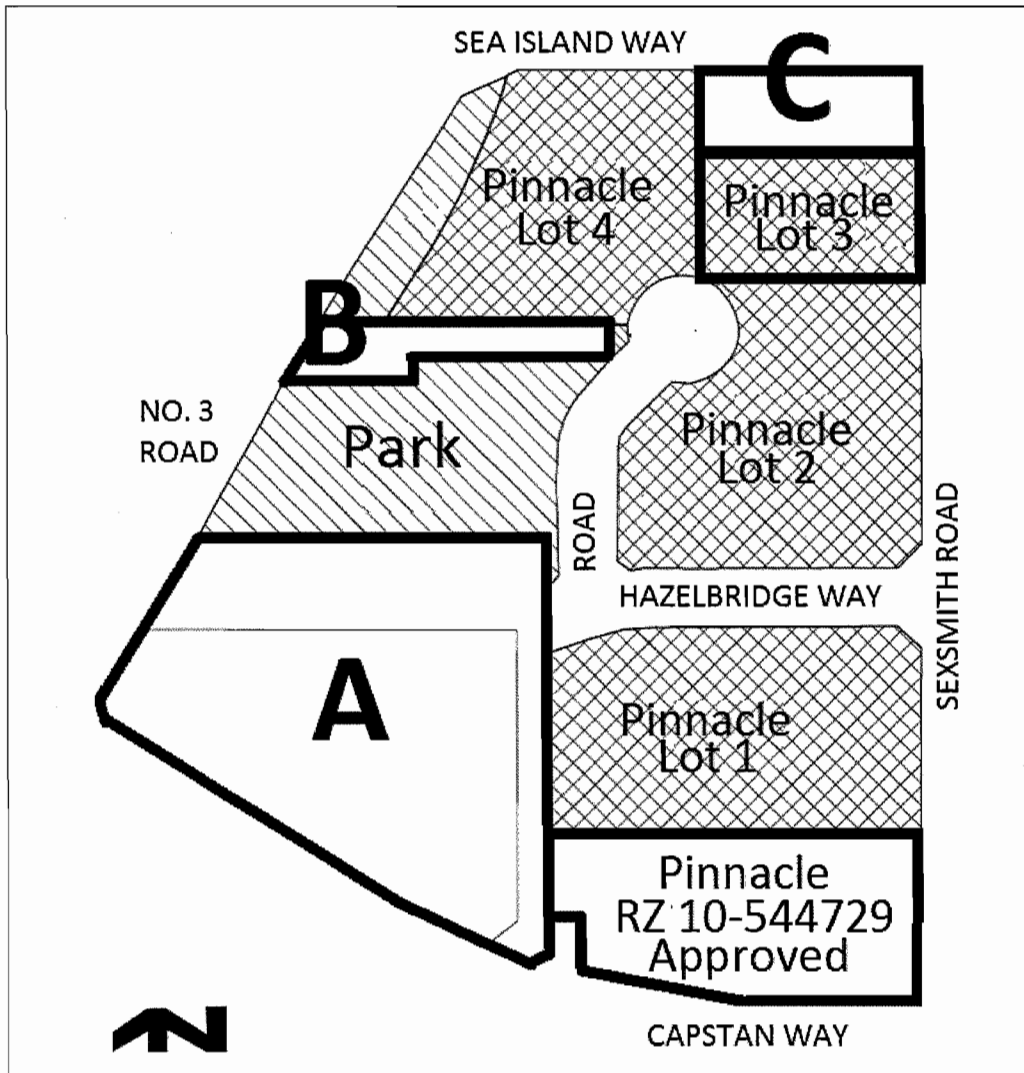
ARTS - 1 BEDROOM
 LEVEL1



ARTS - 2 BEDROOM
 LEVEL1



View To ARTS units facing Sexsmith Road
 PLN - 140



- A** **3360 No. 3 Road & 8511 Capstan Way:** This 1.58 ha (3.91 ac), corner site is large enough to accommodate high density development in a manner consistent with the CCAP.
- B.** **3280 No. 3 Road:** This 0.16 ha (0.4 ac), mid-block lot belongs to the same owner as “A”, is designated under the CCAP for park, and is included on the City’s Development Cost Charge (DCC) park acquisition program. Its development and compensation can, thus, be managed through the City’s standard development and land acquisition processes (e.g., dedication and DCC credits).
- C.** **3131 Sexsmith Road:** This 0.20 ha (0.51 ac), corner lot belongs to the same owner as “A” and “B”. It is considered to be “orphaned” because it is designated for high density development, but is too small to achieve this in a form consistent with CCAP objectives. To address this, Pinnacle International has agreed that, prior to adoption of the subject rezoning, a “no development” covenant will be registered on “Pinnacle Lot 3” restricting Development Permit (DP) issuance for that lot until it is consolidated with “C”, the owner of “C” transfers the density elsewhere (i.e. through rezoning of “A”), or, if those options are not feasible, through the DP approval process for “Pinnacle Lot 3”, additional legal agreements are registered on “Pinnacle Lot 3” and related features are incorporated to facilitate the future development of “C” to the City’s satisfaction.

3. RZ 12-610011– 4-PHASE, HIGH DENSITY, HIGH RISE, MIXED USE DEVELOPMENT, INCLUDING A NEW PARK AND ROADS, NEAR THE FUTURE CAPSTAN CANADA LINE STATION

APPLICANT: Pinnacle International (Richmond) Plaza Inc.

PROPERTY LOCATION: 3200, 3220, 3240, 3300 & 3320 No 3 Road & 3171, 3191, 3211, 3231, 3251, 3271, 3291, 3331 & 3371 Sexsmith Road

Applicant's Presentation

John Bingham, Bingham Hill Architects, and Peter Kreuk, Durante Kreuk Ltd., presented the project and answered queries from the Panel on behalf of the applicant.

Panel Discussion

Comments from the Panel were as follows:

- a very significant project; glad to see the area being developed;
- would like to see utility ROW planning during the master planning stage as the City develops the District Energy System serving the area;
- LEED Equivalent Checklist shows that the proposed development is aiming for three energy points; would like to see a more detailed strategy to achieve the three energy points, e.g. whether through the mechanical system, building envelope or a combination of both, in the applicant's next presentation to the Panel;
- well-done and thought-out project;
- massing is fantastic; like the south-facing courtyards which allow good sunlight penetration;
- appreciate most the cross sections; they show that the project is complex and a lot has been put on the property;
- appreciate the minimal asphalt surface and a lot of greens on the proposed development;
- hope that the project's LEED Silver equivalency target will be achieved; hope higher LEED levels can be targeted for future phases;
- good massing and setbacks; reconsider colour palette; colours shown in the character sketch of the architecture (i.e., shades of yellow, red and blue) are not appropriate for the size of the buildings;
- the proposed project is huge, terrific and exciting;
- packages provided by the applicant are understandable; great presentation by the applicant;

- Phase 2 courtyard is too enclosed; sunlight penetration is adequate but can be further enhanced; density to the south of the courtyard could be better placed on top of the tower;
- pedestrian movement from the future Capstan Canada Line Station is heavily oriented towards Crescent Mews; pedestrian thrust is lacking towards Hazelbridge Way; heavy pedestrian movement is expected through Hazelbridge Way, the Concord Gardens project and the park beyond;
- landscape design is conventional; would like to see one palette design throughout the project;
- consider further treatment to the tower façade such as introducing breaks to enhance the tower expression;
- framed element on the daycare facility facing the park is a dominant feature; consider further design development;
- architectural drawings provided by the applicant to the Panel are easy to understand; great presentation by the applicant;
- applicant is advised not to underestimate the challenges on the ARTS edge treatment; grade connection needs more careful thought; grade change along Hazelbridge Way will help the permeability of the road surface and enhance the accessibility of the entries to the ARTS units;
- consider further design development to the Neighbourhood Park in view of the expected heavy pedestrian traffic through the Park;
- location of the daycare facility may be appropriate; however, it has a tall edge; edge conditions and guardrail requirements can be onerous and pose great challenges;
- understand the consolidation challenges between the subject development and the proposed development across Sexmith Road; look at the relationship of Crescent Road and Patterson Road; traffic planning needs to consider ways to control access from Crescent Mews to Patterson Road, e.g., adding a traffic signal on Sexmith Road;
- urban forest provides a good solution to animate the edge of the Park and helps the corner plaza; also provides a good buffer between the proposed development and vehicular traffic along Sea Island Way;
- consider CPTED issues in the type of lighting to be used in the proposed development;
- security of children in the daycare facility should be considered in the design of the Phase 2 courtyard;
- look at emergency vehicles' ingress to and egress from the proposed development;

- applicant should ensure that all entrance ways to the development are well illuminated to provide guidance and direction to pedestrians;
- applicant provided a good snapshot of what to expect from the proposed development;
- distribution of affordable housing units in the proposed development is mitigated by the provision of the daycare facility and the ARTS corridor;
- appreciate the assurance of City staff to look into the aging-in-place requirements and accessibility needs of disabled residents in the proposed development;
- consider needs of young parents using strollers in the design of the pedestrian walkways and pathways on the commercial areas and towards the future Capstan Canada Line Station; also, look at opportunities to enhance the accessibility from the podium and courtyards to the street level;
- ensure continuous universal access along the grade change between the floor of the artist studios and the street level; and
- clarify ramping of vehicular entries and exits on the proposed development; not clear in the drawings.



City of
Richmond

Rezoning Considerations

Development Applications Division
6911 No. 3 Road, Richmond, BC V6Y 2C1

Address: 3200, 3220, 3240, 3300 & 3320 No. 3 Road & 3171, 3191, 3211, 3231, 3251, 3271, 3291, 3331 & 3371 Sexsmith Road

File No.: RZ 12-610011

Prior to final adoption of Richmond Zoning Bylaw 8500, Amendment Bylaw 9135, the developer is required to complete the following:

1. Provincial Ministry of Transportation & Infrastructure Approval.
2. Registration of a Subdivision Plan for the subject site, to the satisfaction of the City.

Prior to the registration of a Subdivision Plan, the following conditions shall be satisfied:

- 2.1. Road: Dedication of 5,529.0 m² (1.366 ac) for road purposes as per the Preliminary Subdivision Plan (**Schedule A**), including:
 - a) 20.4 m wide strip of land for the extension of Hazelbridge Way, together with 4.0 m x 4.0m corner cuts at all intersections; and
 - b) 20.4 m wide strip of land for a new North-South Street, together with a 19.0 m radius cul-de-sac bulb and 4.0 m x 4.0 m corner cuts at all intersections.

NOTE: These dedications are required in respect to designated CCAP “minor streets” and are ineligible for DCC (road acquisition) credits; however, they can be used for the purpose of calculating the maximum permitted floor area on the net buildable portion of the subject site (as specifically provided for via the subject development’s proposed site specific zone).

- 2.2. Park: Transfer of 8,389.0 m² (2.073 ac) to the City as fee simple for park and related purposes. The primary business terms of the required land transfers shall be to the satisfaction of the Manager, Real Estate Services, the City Solicitor, and the Director of Development. All costs associated with the land transfers shall be borne by the developer. The lands to be transferred, as indicated on the Preliminary Subdivision Plan (**Schedule A**), are comprised of:

- a) 3,388.6 m² (0.837 ac) for the Neighbourhood Park; and

NOTE: This land transfer is required in respect to designated CCAP “park” and shall be eligible for DCC credits based on the lesser of the development’s DCCs payable for park acquisition, a City-approved appraisal, and the value identified on the DCC program.

- b) 5,000.4 m² (1.236 ac) for additional park, including:
 - 3,326.4 m² (0.822 ac) for additional Neighbourhood Park space contiguous with the Neighbourhood Park referenced in Section 2.2(a) (above); and
 - 1,674.0 m² (0.414 ac) for No. 3 Road Greenway located north of the Neighbourhood Park referenced in Section 2.2(a) (above).

NOTE: This land transfer is required in respect to CCAP and Zoning Bylaw requirements for the Capstan Station Bonus and is ineligible for DCC (park acquisition) credits; however, it can be used for the purpose of calculating the maximum permitted floor area on the net buildable portion of the subject site (as specifically provided for via the subject development’s proposed site specific zone).

- 2.3. Lot Consolidation and Subdivision: In addition to two (2) City-owned, fee simple lots for park purposes, as per the Preliminary Subdivision Plan (**Schedule A**), consolidation and subdivision to create four (4) lots for the purpose of the subject development, including:
- a) Lot 1 (south lot): 9,131.0 m² (2.256 ac);
 - b) Lot 2 (middle lot): 8,936.0 m² (2.208 ac);
 - c) Lot 3 (northeast lot): 3,429.0 m² (0.847 ac); and
 - d) Lot 4 (northwest lot): 7,175.0 m² (1.773 ac).
- 2.4. No Separate Sale: Registration of legal agreements on the four (4) lots created for the purpose of the subject development, as per the Preliminary Subdivision Plan (**Schedule A**), requiring that the lots may not be sold or otherwise transferred separately without prior approval of the City, to ensure that legal agreement and business terms related to financial, legal, development, and other obligations assigned to each of the lots as a result of the subject rezoning are transferred and secured to the satisfaction of the Director of Development and City Solicitor.
- 2.5. Public Rights of Passage: Registration of Statutory Right-of-Ways (SRW), as per the Preliminary Statutory Right-of-Way Plan (**Schedule B**), to facilitate public access and related landscaping and infrastructure, including:
- a) Sexsmith Sidewalk 3.7 m wide right-of-way along the subject site's entire Sexsmith Road frontage (i.e. Lots 1, 2, and 3) for sidewalk widening.
 - The right-of-way shall provide for:
 - 24 hour-a-day, universally accessible, public access in the form of sidewalk and related landscape features accommodating pedestrians and cyclists, which may include, but may not be limited to, lighting, furnishings, street trees and planting, decorative paving, and innovative storm water management measures, to the satisfaction of the City;
 - Public art;
 - Public access to fronting residential, commercial, public open space, and other on-site uses;
 - Emergency and service vehicle access, City bylaw enforcement, and any related or similar City-authorized activities;
 - City utilities, traffic control (e.g., signals), and related equipment;
 - The owner-developer's ability to close a portion of the right-of-way to public access to facilitate maintenance or repairs to the right-of-way or the fronting uses, provided that adequate public access is maintained and the duration of the closure is limited, as approved by the City in writing in advance of any such closure;
 - Design and construction, via a Servicing Agreement*, at the sole cost and responsibility of the developer, as determined to the satisfaction of the City; and
 - Maintenance at the sole cost of the owner-developer, except for paved sidewalk areas and City streetlights, street trees, and furnishings.
 - The right-of-way shall not provide for:
 - Driveway crossings (except at the intersection with the Private Road right-of-way);
 - Vehicle access, except as described above; or
 - Building encroachments above or below the finished grade of the right-of-way.
- NOTE: This right-of-way is NOT eligible public open space with respect to CCAP and Zoning Bylaw public open space requirements for the Capstan Station Bonus.
- b) Sea Island Greenway: 10.0 m wide right-of-way (670.0 m² / 0.166 ac) along the subject site's entire Sea Island Way frontage (Lot 4) for the establishment of a landscaped greenway accommodating pedestrian and bike activity.

- The right-of-way shall provide for:
 - 24 hour-a-day, universally accessible, public access in the form of paved walkway, off-street bike path, and related landscape features, which may include, but may not be limited to, lighting, furnishings, street trees and planting, decorative paving, and innovative storm water management measures, to the satisfaction of the City;
 - Public art;
 - Public access to fronting commercial, public open space, and other on-site uses;
 - Emergency and service vehicle access, City bylaw enforcement, and any related or similar City-authorized activities;
 - City utilities, traffic control (e.g., signals), and related equipment;
 - The owner-developer's ability to close a portion of the right-of-way to public access to facilitate maintenance or repairs to the right-of-way or the fronting uses, provided that adequate public access is maintained and the duration of the closure is limited, as approved by the City in writing in advance of any such closure;
 - Design and construction, via a Development Permit* or Servicing Agreement*, at the sole cost and responsibility of the developer, as determined to the satisfaction of the City; and
 - Maintenance at the sole cost of the owner-developer, except for paved sidewalk areas and City utilities, streetlights, street trees, and furnishings.
- In addition, the right-of-way shall provide for:
 - Building encroachments located fully below the finished grade of the right-of-way, provided that such encroachments do not conflict with the design, construction, or intended operation of the right-of-way (e.g., tree planting, accessible grades, underground utilities), as specified in a Development Permit* or Servicing Agreement* approved by the City.
- The right-of-way shall not provide for:
 - Driveway crossings;
 - Vehicle access, except as described above; or
 - Building encroachments above the finished grade of the right-of-way.

NOTE: This right-of-way is required in respect to CCAP and Zoning Bylaw public open space requirements for the Capstan Station Bonus.

- c) Neighbourhood Park Trail: 6.0 m wide right-of-way (503.0 m² / 0.124 ac) along the south side of Lot 4 to provide for pedestrian and bicycle movements along the north edge of the ultimate Neighbourhood Park consolidation (as set out in the City Centre Area Plan), linking between No. 3 Road and the cul-de-sac bulb at the north end of the dedicated North-South Street.
- The right-of-way shall provide for:
 - 24 hour-a-day, universally accessible, public access in the form of combined walkway/off-street bike path and related landscape features, which may include, but may not be limited to, lighting, furnishings, street trees and planting, decorative paving, and innovative storm water management measures, to the satisfaction of the City;
 - Public art;
 - Public access to fronting commercial, residential, public open space, and other on-site uses;
 - Emergency and service vehicle access, City bylaw enforcement, and any related or similar City-authorized activities;
 - The owner-developer's ability to close a portion of the right-of-way to public access to facilitate maintenance or repairs to the right-of-way or the fronting uses, provided that adequate public access is maintained and the duration of the closure is limited, as approved by the City in writing in advance of any such closure;
 - Design and construction, via a Development Permit*, at the sole cost and responsibility of the developer, as determined to the satisfaction of the City; and
 - Maintenance at the sole cost of the owner-developer, except as otherwise determined via the Development Permit* approval process.

- In addition, the right-of-way shall provide for:
 - Building encroachments, provided that such encroachments do not conflict with the design, construction, or intended operation of the Neighbourhood Park Trail (e.g., tree planting, pedestrian access), as specified in a Development Permit* approved by the City, including building encroachments situated:
 - i. Fully below the finished grade of the right-of-way; and
 - ii. Above the finished grade of the right-of-way, limited to pedestrian weather protection, architectural appurtenances, and signage, provided that such encroachments do not project more than 3.0 m into the right-of-way or as otherwise determined to the satisfaction of the City as specified in an approved Development Permit* and there is a clear distance of at least 2.3 m between the finished grade of the right-of-way and the underside of the encroachment.
- The right-of-way shall not provide for:
 - Driveway crossings;
 - Vehicle access, except as described above; or
 - City utilities.

NOTE: This right-of-way is required in respect to CCAP and Zoning Bylaw public open space requirements for the Capstan Station Bonus.

- d) Mid-Block Trail: 10.0 m wide right-of-way (637.0 m² / 0.157 ac) along the west side of Lot 1, south of Hazelbridge Way, for the extension of the approved landscaped trail for pedestrians and bikes (provided by the developer, as per RZ 10-544729 and DP 12-604012)

- The right-of-way shall provide for:
 - 24 hour-a-day, universally accessible, public access in the form of combined walkway/off-street bike path and related landscape features, which may include, but may not be limited to, lighting, furnishings, street trees and planting, decorative paving, and innovative storm water management measures, to the satisfaction of the City;
 - Public art;
 - Public access to fronting residential, public open space, and other on-site uses;
 - Emergency and service vehicle access, City bylaw enforcement, and any related or similar City-authorized activities;
 - City utilities, traffic control (e.g., signals), and related equipment;
 - The owner-developer's ability to close a portion of the right-of-way to public access to facilitate maintenance or repairs to the right-of-way or the fronting uses, provided that adequate public access is maintained and the duration of the closure is limited, as approved by the City in writing in advance of any such closure;
 - Design and construction, via a Development Permit*, at the sole cost and responsibility of the developer, as determined to the satisfaction of the City; and
 - Maintenance at the sole cost of the owner-developer, except as otherwise determined via the Development Permit* approval process.
- The right-of-way shall not provide for:
 - Driveway crossings;
 - Vehicle access, except as described above; or
 - Building encroachments above or below the finished grade of the right-of-way.

NOTE: This right-of-way is required in respect to CCAP and Zoning Bylaw public open space requirements for the Capstan Station Bonus.

- e) Private Road: 20.4 m wide right-of-way along the entire north side of Lot 2, including widening as required to provide for vehicle movements where the SRW intersects with public streets, connecting Sexsmith Road with the cul-de-sac bulb at the north end of the dedicated North-South Street.
- The right-of-way shall provide for:
 - 24 hour-a-day, public access for pedestrians (to universally accessible standards), bicycles, and general purpose vehicle traffic;
 - Public access to fronting residential, commercial, public open space, and other on-site uses;
 - Emergency and service vehicle access, City bylaw enforcement, and any related or similar City-authorized activities;
 - Special design treatments and landscape features including, but not limited to, lighting, furnishings, street trees and planting, decorative paving, and innovative storm water management measures, to the satisfaction of the City;
 - Public art;
 - Traffic control (e.g., signals) and related equipment;
 - The owner-developer's ability to close some or all of the right-of-way to public access in the event of an emergency (e.g., structural failure of the road) with the approval of the City;
 - The owner-developer's ability to close some or all of the right-of-way to vehicles for special events with pre-approval in writing from the City;
 - The owner-developer's ability to close a portion of the right-of-way to public access to facilitate maintenance or repairs to the Private Road or the fronting uses, provided that adequate public access is maintained and the duration of the closure is limited, as approved by the City in writing in advance of any such closure;
 - Design and construction at the sole cost and responsibility of the developer, to the satisfaction of the City, via an approved Development Permit* (secured via the Landscape Letter of Credit) and Building Permit*; and
 - Maintenance at the sole cost of the owner-developer, to the satisfaction of the City.
 - In addition, the right-of-way shall provide for:
 - A maximum of two (2) driveway crossings, including one (1) on its south side and one (1) on its north side, the designs of which must be to the satisfaction of the Director of Transportation and Director of Development, as specified in a Development Permit* approved by the City; and
 - Building encroachments, provided that such encroachments do not conflict with the design, construction, or intended operation of the Private Road (e.g., tree planting, vehicle weight restrictions), as specified in a Development Permit* approved by the City, including building encroachments situated:
 - i. Fully below the finished grade of the right-of-way; and
 - ii. Above the finished grade of the right-of-way, limited to pedestrian weather protection, architectural appurtenances, and signage, provided that such encroachments do not project more than 2.0 m into the right-of-way or as otherwise determined to the satisfaction of the City as specified in an approved Development Permit* and there is a clear distance of at least 2.3 m between the finished grade of the right-of-way and the underside of the encroachment.
 - Furthermore, the right-of-way shall provide for:
 - Loading for large trucks (i.e. WB-17), smaller trucks, and other vehicles (i.e. passenger drop-off, garbage/recycling vehicle pick-up) in the form of a lay-by parallel to and north of the vehicle travel portion of the right-of-way. In addition to being available to Lot 2 (upon which lot the right-of-way shall be registered) and the general public, the loading lay-by is expressly provided to accommodate loading for Lot 3 and 3131 Sexsmith Road (the latter of which is situated north of Lot 3 and will be accessed via Lot 3's driveway along the north side of the subject right-of-way).

- The right-of-way shall not provide for:
 - City utilities.

NOTE: This right-of-way is NOT eligible public open space with respect to CCAP and Zoning Bylaw public open space requirements for the Capstan Station Bonus.

2.6. Additional Public Rights of Passage: Registration of a Statutory Right-of-Way (SRW) to facilitate public access and related landscaping and infrastructure, including:

- a) ARTS Terraces: A right-of-way of varying width along the entire Sexsmith Road and Hazelbridge Way frontages of the Artist Residential Tenancy Studio (ARTS) Units and related areas on Lot 1, the size and configuration of which shall be confirmed to the satisfaction of the City via the Development Permit* review and approval processes for Lot 1.
 - The right-of-way shall provide for:
 - 24 hour-a-day, public access for pedestrians (to universally accessible standards) in the form of stairs, ramps, walkways and related landscape features, which may include, but may not be limited to, lighting, furnishings, trees and planting, decorative paving, and innovative storm water management measures, to the satisfaction of the City;
 - Public art;
 - Public access to fronting ARTS Units, common residential lobbies, and other on-site uses;
 - Emergency and service access, City bylaw enforcement, and any related or similar City-authorized activities;
 - The owner-developer's ability to close a portion of the right-of-way to public access to facilitate maintenance or repairs to the right-of-way or the fronting uses, provided that adequate public access is maintained and the duration of the closure is limited, as approved by the City in writing in advance of any such closure;
 - Design and construction, via a Development Permit*, at the sole cost and responsibility of the developer, as determined to the satisfaction of the City; and
 - Maintenance at the sole cost of the owner-developer.
 - In addition, the right-of-way shall provide for:
 - A maximum of 2 driveway crossings along Hazelbridge Way;
 - Building encroachments, provided that any such encroachments are located fully below the finished grade of the right-of-way or a minimum of 2.5 m clear above the right-of-way and they do not conflict with the design, construction, or intended public amenity or operation of the right-of-way, as specified in a Development Permit* approved by the City; and
 - Movable furnishings and planting, displays of artworks, and related features, activities, and events (e.g., art openings) within the right-of-way on a temporary and/or permanent basis provided that public access is not impeded and the features enhance the intended public amenity and operation of the right-of-way as specified in a Development Permit* approved by the City.
 - The right-of-way shall not provide for:
 - Driveway crossings along Sexsmith Road; and
 - City utilities, traffic control (e.g., signals), or related equipment.

NOTE: This right-of-way is NOT eligible public open space with respect to CCAP and Zoning Bylaw public open space requirements for the Capstan Station Bonus.

2.7. Utility Right-of-Way: Registration of Statutory Right-of-Way (SRW) on Lot 4 for City utilities to facilitate the installation of an automatic watermain flushing system, including infrastructure, kiosks, and City operations and maintenance, to address potential water quality issues on a temporary basis until the developer's construction of Lot 4 and its connection to the City's water system. The details of the automatic flushing system and the required utility right-of-way shall be determined, prior to rezoning adoption, through the City's standard Servicing Agreement processes. All works relating to the installation, operation, maintenance, and future removal of the automatic flushing system, including the reinstatement of City roads and related improvements and the discharge of this utility right-of-way, shall

be at the developer's sole cost. (No Development Cost Charge credits shall apply.) No encroachments shall be permitted below or above the required utility right-of-way.

3. Driveway Crossings: Registration of a legal agreement(s) on title requiring that vehicle access to the subject site shall be limited to:
 - 3.1. Statutory Rights-of-Ways (SRW): Those driveway crossings contemplated and expressly permitted by statutory right-of-way granted by the owner to the City and registered on title, which locations shall be limited to:
 - a) Private Road SRW: Four driveway crossings, including:
 - One at Sexsmith Road;
 - One at the cul-de-sac bulb at the north end of the dedicated North-South Street;
 - One mid-block, south side, providing access to parking and related activities on Lot 2; and
 - One mid-block, north side, providing access to parking and related activities on Lot 3, together with access to the adjacent orphaned lot at 3131 Sexsmith Road (as per legal agreement(s) required to be registered on title) and to Lots 2 and 4 via internal parkade connections (as per cross access requirements registered on title).
 - b) ARTS Terraces SRW: Two driveway crossings along the south side of Hazelbridge Way providing access to residential, residential visitor, commercial, and public parking and related service activities (e.g., loading, garbage, recycling, service vehicles) on Lot 1, together with access to 8677 Capstan Way via internal parkade connections for residential and residential visitor parking and related service activities (as per legal agreements registered on title with respect to the subject development and RZ 10-544729).

NOTE: Some or all of the Public (250 space) Parking facility on Lot 1 may share access with other parking and/or service uses on Lot 1 and/or 8677 Capstan Way provided that parking security for residents, ease of public use of the Public Parking facility, ease of service vehicle operation for Lot 1 and 8677 Capstan Way, and related issues are fully resolved to the satisfaction of the City (which may include special design features, operational requirements, and/or legal agreement(s) on title) as determined via an approved Development Permit* for Lot 1.
 - 3.2. Elsewhere: Driveway crossings along each of the following road frontages:
 - a) One at Hazelbridge Way, north side, providing access to parking and related activities on Lot 2; and
 - b) One at the cul-de-sac bulb at the end of the dedicated North-South Street at Lot 4.
4. Cross Access – Vehicle Access: Registration of a cross access agreement(s), statutory right-of-way(s), and/or alternative legal agreement(s) on title over vehicular and pedestrian circulation and related areas on various lots, as per the Preliminary Subdivision Plan (**Schedule A**), as determined to the satisfaction of the City, including:
 - 4.1. On Lot 1: Agreements in favour of 8677 Capstan Way:
 - a) Allowing for access for parking, garbage, recycling, loading, and related purposes including, as determined to the satisfaction of the City, shared garbage, recycling, loading, and/or related facilities, effective upon final Building Permit* inspection granting occupancy for Lot 1, in whole or in part, or as otherwise secured via RZ 10-544729;
 - b) Facilitating the closure of the City-approved Sexsmith Road driveway at 8677 Capstan Way, as per legal agreement(s) registered on title by the developer of 8677 Capstan Way (then 3391 and 3411 Sexsmith Road) via RZ 10-544729; and
 - c) Securing the “no building” will be permitted on Lot 1, restricting Building Permit* issuance for a building, in whole or in part, until the developer demonstrates satisfactory operation of the shared access, as determined at the sole discretion of the City.

NOTE: A reciprocal agreement(s) is registered on the title of 8677 Capstan Way (via RZ 10-544729), which provides for, among other things, 99 parking spaces on 8677 Capstan Way for the exclusive use of Lot 1 and the closure of the interim Sexsmith Road driveway at 8677 Capstan Way upon the completion of alternate access via Lot 1 (which works shall be undertaken at the sole cost of the developer, secured with a Letter of Credit held by the City). Any development on Lot 1 shall fully utilize the 99 spaces secured on 8677 Capstan Way for this purpose.

NOTE: “No development” will be permitted on Lot 1, restricting Development Permit* issuance for a building on Lot 1, in whole or in part, until parking, access, and circulation requirements are satisfactorily designed and secured, as determined at the sole discretion of the City.

- 4.2. On Lots, 2, 3, and 4: Agreements facilitating shared vehicle and pedestrian use of the permitted driveway crossings and associated circulation by residents, commercial uses, visitors, and the general public, and garbage/recycling and service uses with respect to the Lots 2, 3, and 4, together with the adjacent orphaned lot at 3131 Sexsmith Road, as determined to the satisfaction of the City on a phase-by-phase basis via the City’s standard Development Permit* and Building Permit* approval processes.

NOTE: “No development” will be permitted, restricting Development Permit* issuance for a building (in whole or in part), on a phase-by-phase basis, until access and circulation requirements are satisfactorily designed and secured, as determined at the sole discretion of the City.

5. Cross Access – Shared Resident (Indoor and Outdoor) Amenity Space Access: Registration of a cross access agreement(s), statutory right-of-way(s), and/or alternative legal agreement(s) on title over resident (indoor and outdoor) amenity spaces provided as per OCP and City Centre Area Plan (CCAP) policy, together with related pedestrian circulation and associated areas/uses on various lots, as per the Preliminary Subdivision Plan (**Schedule A**), as determined to the satisfaction of the City, including:

- 5.1. On Lot 1: Agreements in favour of 8677 Capstan Way, allowing for the unrestricted use of indoor and outdoor (rooftop) resident amenity spaces at Lot 1 by the residents of 8677 Capstan Way, including unrestricted use by the occupants of the affordable housing units secured at 8677 Capstan Way through a Housing Agreement (which access shall comply with the City-approved business terms of that Housing Agreement), as determined to the satisfaction of the City through the Development Permit* approval processes for Lot 1.

NOTE: A reciprocal agreement(s) is registered on the title of 8677 Capstan Way (through RZ 10-544729 and DP 12-604012), which provides for, among other things, the unrestricted use of indoor and outdoor (rooftop) resident amenity spaces at 8677 Capstan Way by the residents of Lot 1 (including unrestricted use by the occupants of the affordable housing units secured at Lot 1 through a Housing Agreement).

- 5.2. On Lot 3: Agreements in favour of Lot 4, allowing for the unrestricted use of indoor and outdoor resident amenity spaces at Lot 3 by the residents of Lot 4, including unrestricted use by the occupants of the affordable housing units secured at Lot 4 through a Housing Agreement (which access shall comply with the City-approved business terms of the Housing Agreement), as determined to the satisfaction of the City through the Development Permit* approval processes for Lot 3.

- 5.3. On Lot 4: Agreements in favour of Lot 3, allowing for the unrestricted use of indoor and outdoor residential amenity spaces at Lot 4, including unrestricted use by the occupants of the affordable housing units secured at Lot 3 through a Housing Agreement (which access shall comply with the City-approved business terms of the Housing Agreement). For the purposes of this agreement, in addition to amenities provided for the exclusive resident use, resident amenities shall include any commercial amenities (e.g., hotel pool, fitness centre, landscaped decks) provided and secured on Lot 4 as shared commercial-resident amenities in lieu of the developer’s provision of some or all independent resident amenity spaces, as determined to the satisfaction of the City through the Development Permit* approval processes for Lot 4.

6. Flood Construction: Registration of a flood indemnity covenant(s) on title, as per Flood Plain Designation and Protection Bylaw, Area “A” (i.e. minimum flood construction level of 2.9 m geodetic).

7. Aircraft Noise: Registration of an aircraft noise sensitive use covenant(s) on title, as applicable to sites with aircraft noise sensitive uses. On a phase-by-phase basis, prior to each Development Permit* and Building Permit* issuance, the owner-developer shall submit a report(s) and/or letter(s) of assurance prepared by an appropriate registered professional, which demonstrate that the interior noise levels and thermal conditions comply with the City's Official Community Plan and Noise Bylaw requirements. The standard required for air conditioning systems and their alternatives (e.g. ground source heat pumps, heat exchangers and acoustic ducting) is the ASHRAE 55-2004 "Thermal Environmental Conditions for Human Occupancy" standard and subsequent updates as they may occur. Maximum interior noise levels (decibels) within the dwelling units must achieve CMHC standards follows:

Portions of Dwelling Units	Noise Levels (decibels)
Bedrooms	35 decibels
Living, dining, recreation rooms	40 decibels
Kitchen, bathrooms, hallways, and utility rooms	45 decibels

8. View Blockage, Canada Line, Traffic Noise, and Other Development Impacts: Registration of a restrictive covenant(s) on title, to the satisfaction of the City:
- 8.1. Potential Impacts: Identifying that distant views from the subject site's private dwellings, common residential spaces, commercial uses, and other spaces may be obstructed and other development impacts may occur, including without limitation, Canada Line impacts (e.g., noise, overlook), increased shading, increased overlook, reduced privacy, increased ambient noise, and increased ambient night-time light potentially caused by or experienced as a result of, in whole or in part, development on the lands and future development on or the use of surrounding properties;
 - 8.2. Mitigation: Requiring that the owner-developer agrees to design and construct all buildings and improvements on the lands in a manner that anticipates the potential impacts and seeks to mitigate them (e.g., the building envelope must be designed to prevent noise penetrating indoor residential spaces in excess of the City's Noise Bylaw), as per a report prepared prior to rezoning adoption by an appropriate registered professional and confirmed on a phase-by-phase basis prior to Development Permit and Building Permit issuance, via subsequent reports and/or letters of assurance, to the satisfaction of the City; and
 - 8.3. Notification: Requiring that the owner-developer notifies all initial purchasers of the potential development impacts.

NOTE: Potential Canada Line development impacts may be addressed via a separate covenant, if so determined to the satisfaction of the City.

9. District Energy Utility (DEU): Registration of a restrictive covenant and/or alternative legal agreement(s), to the satisfaction of the City, securing the owner's commitment to connect to District Energy Utility (DEU), which covenant and/or legal agreement(s) will include, at minimum, the following terms and conditions:
- 9.1. No building permit will be issued for a building on the subject site (i.e. on a lot created through consolidation and subdivision as per Section 2.3, as per the Preliminary Subdivision Plan, **Schedule A**) unless the building is designed with the capability to connect to and be serviced by a DEU and the owner has provided an energy modelling report satisfactory to the Director of Engineering;
 - 9.2. If a DEU is available for connection, no final building inspection permitting occupancy of a building will be granted until the building is connected to the DEU and the owner enters into a Service Provider Agreement on terms and conditions satisfactory to the City and grants or acquires the Statutory Right-of-Way(s) and/or easements necessary for supplying the DEU services to the building;
 - 9.3. If a DEU is not available for connection, then the following is required prior to the earlier of subdivision (stratification) or final building inspection permitting occupancy of a building:
 - a) The City receives a professional engineer's certificate stating that the building has the capability to connect to and be serviced by a DEU;
 - b) The owner enters into a covenant and/or other legal agreement to require that the building connect to a DEU when a DEU is in operation

- c) The owner grants or acquires the Statutory Right-of-Way(s) and/or easements necessary for supplying DEU services to the building; and
- d) If required by the Director of Engineering, the owner provides to the City a letter of credit, in an amount satisfactory to the City, for costs associated with acquiring any further Statutory Right of Way(s) and/or easement(s) and preparing and registering legal agreements and other documents required to facilitate the building connecting to a DEU when it is in operation.

10. **Capstan Station Bonus:** Registration of a restrictive covenant(s) and/or alternative legal agreement(s), to the satisfaction of the City, securing that “no building” will be permitted on the subject site and restricting Building Permit* issuance for the subject site, in whole or in part, until the developer, on a phase-by-phase basis, contributes to the Capstan station reserve or as otherwise provided for via the Zoning Bylaw.

10.1. **Capstan Station Reserve:** Preliminary estimated developer contributions are as indicated in the following table; however, the actual value of developer contributions may vary (based on the actual number of dwelling units in each phase) and shall be determined, on a phase-by-phase basis, as per the Richmond Zoning Bylaw in effect at the date of Building Permit* approval.

Phase	Lot	No. of Dwelling Units <i>Estimate to be confirmed at Building Permit* stage</i>	Capstan Station Reserve Voluntary Contribution <i>** Preliminary estimate based on \$7,800/unit</i>
1	1	405	\$3,159,000
2	2	451	\$3,517,800
3	3	181	\$1,411,800
4	4	91	\$709,800
TOTAL		1,128	\$8,798,400

** September 2010 rate. Actual applicable rates shall be determined, on a phase-by-phase basis, as per the Zoning Bylaw in effect at the time of Building Permit* approval.

10.2. **Public Open Space:** As per CCAP policy with respect to the Capstan Station Bonus, bonus provisions contained within ZMU25 require that the developer grants to the City, via a statutory right-of-way, air space parcel, or fee simple, as determined at the sole discretion of the City, rights of public use over a suitably landscaped area of the site for park and related purposes at a rate of 5.74 m² per dwelling unit or 6,810.4 m², whichever is greater. (**Schedule C**) The developer proposes to provide the following public open space prior to rezoning adoption. If the combined total number of dwellings on Lots 1, 2, 3, and 4 exceeds the current estimate and the developer is, therefore, required to provide additional public open space to satisfy the provisions of the Bonus, that additional open space will be secured to the satisfaction of the City prior to Development Permit* issuance in respect to the development's final phase or as otherwise determined to the satisfaction of the City.

Capstan Station Bonus (CSB) Public Open Space Features**		CSB Voluntary Public Open Space Contribution***	
		Fee Simple	SRW
A.	Neighbourhood Park (excluding DCC park)	3,326.4 m ²	nil
B.	No. 3 Road Greenway	1,674.0 m ²	nil
C.	Sea Island Greenway (Lot 4 SRW)	nil	670.0 m ²
D.	Neighbourhood Park Trail (Lot 4 SRW)	nil	503.0 m ²
E.	Mid-Block Trail (Lot 1 SRW)	nil	637.0 m ²
Sub-Total		5,000.4 m ²	1,810.0 m ²
TOTAL		6,810.4 m ² (1.683 ac)	

** CSB public open space features are NOT eligible for Development Cost Charge (DCC) credits for park acquisition or park development; however, as per the ZMU25 zone, the developer may use the area of CSB public open space features for density calculation purposes.

*** The developer must provide public open space in compliance with the provisions of the ZMU25 zone. If the combined total number of dwellings on Lots 1, 2, 3, and 4 exceeds 1,186, additional public open space shall be required. (No adjustment shall be made if the combined total number of dwellings is less than 1,186.)

11. Transitional Parking and Transportation Demand Management (TDM) Measures: City acceptance of the developer's offer to voluntarily provide for improvements and cash-in lieu contribution(s) to facilitate specific transitional parking and TDM measures in Capstan Village. The voluntary developer contribution of the specified transitional parking and TDM measures shall be taken into consideration by the City on a Development Permit*-by-Development Permit* basis in respect to Zoning Bylaw provisions allowing for a relaxation of up to 10% with regard to the development's minimum parking requirements (applicable to all uses except resident parking for market residential units and parking for the Early Childhood Development (ECD) Hub). Transitional parking and TDM measures shall include the following:

NOTE: The specified transitional parking and TDM measures shall be provided by the developer in addition to OCP and Zoning Bylaw requirements in effect at the time of Development Permit* issuance on a phase-by-phase basis.

- 11.1. Public Parking: Prior to Development Permit* issuance for Lot 1, the developer shall provide for 250 parking spaces for shared residential/commercial use on Lot 1, as per the subject site's ZMU25 zone. More specifically, the Public Parking facility on Lot 1 shall provide for the following to the City's satisfaction, as determined via the Development Permit* review and approval processes for Lot 1.

NOTE: The ZMU25 zone provides for a:

- 250 space reduction in the minimum number of required on-site non-residential parking spaces on Lot 4 on the basis that businesses on Lot 4 and their workers, guest, clients, and visitors will have use of the 250 Public Parking spaces on Lot 1; and
- 50% reduction in the minimum required number of on-site residential visitor parking spaces on Lots 1, 2, 3, and 4 on the basis that visitors will have unrestricted access to hourly/short-term parking (shared with Lot 4 non-residential parking, as permitted under the Zoning Bylaw) in a portion of the 250 Public Parking spaces on Lot 1.

NOTE: In addition to the features listed below, the parking facility shall accommodate car-share parking spaces and related requirements, as set out in the "Car-Share Parking" requirements below.

- a) 50% of the facility's 250 parking spaces shall be secured via legal agreement on title for general public use (i.e. unassigned spaces). These unassigned parking spaces shall be made available to the general public on a short-term/hourly basis (i.e. no monthly or longer terms):
 - At a rate that does not exceed that of local City-operated on-street parking; and
 - For a daily duration equal to or greater than that of transit operations within 400 m (5 minute walk) of the lot or as otherwise determined to the satisfaction of the City.
- b) 50% of the facility's 250 parking spaces may be designated for and/or used by specific businesses or other users as determined by the owner-operator (i.e. assigned spaces), to the satisfaction of the City. These assigned spaces shall:
 - On an interim basis, be made available to the residents of Lots 1, 2, and 3, on a first-come-first-served basis, for resident parking purposes (e.g., rented, leased). If, on a phase-by-phase basis, parking demand does not exhaust the supply of assigned spaces, the developer-operator may make the surplus spaces available to the general public on an hourly basis (based on the same terms as the unassigned spaces) and/or a monthly basis, provided that any such arrangements do not compromise the intended availability of the spaces for the interim use of residents of Lots 1, 2, and 3 or the ultimate use of the spaces with respect to Lot 4, as set out in the Zoning Bylaw and further described below.
 - Upon construction of Lot 4, in whole or in part, Lot 4 non-residential development shall exercise priority over the assignable parking spaces and may secure them for its exclusive use (i.e. by rent, lease, and/or and alternate arrangement). If following the completion of Lot 4, the supply of assigned parking spaces exceeds Lot 4's demand, the developer-operator may make the surplus spaces available to the general public on an hourly basis (based on the same terms as the unassigned spaces) or longer term basis (e.g., monthly, annually).

- c) The 250 parking spaces must be:
 - Located on Lot 1 where they provide for convenient, attractive, and universally-accessible pedestrian access to the future Capstan Canada Line station, Early Childhood Development (ECD) Hub (Lot 2), and nearby existing and proposed commercial and residential uses; and
 - Consolidated in one location within Lot 1 or as otherwise determined at the sole discretion of the City and secured with legal agreement(s) on title via an approved Development Permit* for Lot 1.
 - d) Some or all of the Public (250 space) Parking facility on Lot 1 may share driveway access with other parking and/or service uses on Lot 1 and/or 8677 Capstan Way provided that parking security for residents, ease of public use of the Public Parking facility, ease of service vehicle operation for Lot 1 and 8677 Capstan Way, and related issues are fully resolved to the satisfaction of the City (which may include special design features, operational requirements, and/or legal agreement(s) on title) as determined via an approved Development Permit* for Lot 1.
 - e) The facility shall provide for parking space sizes/types/distribution, safe pedestrian/vehicle access, and related features (e.g., interior and exterior signage, electric vehicle (EV) charging stations) in compliance with Zoning Bylaw and OCP requirements.
 - f) Design, construction, maintenance, operation, and liability with respect to the 250 parking spaces and related facilities and areas (e.g., driveways, pedestrian access) shall be at the sole cost and responsibility of the developer, to the City's satisfaction.
 - g) "No development" shall be permitted on Lot 1, restricting Development Permit* issuance for a building on Lot 1, in whole or in part, until the developer,;
 - Designs the parking facility to the satisfaction of the City via the Development Permit* review and approval process for Lot 1; and
 - Secures the parking facility for its intended use via a statutory right-of-way(s) registered on title and/or other legal agreements, to the City's satisfaction. This may include, but will not be limited to, the registration of legal agreement(s) requiring that the parking spaces may not be sold or otherwise transferred separately without the prior approval of the City, to ensure that the intended use of the facility is not compromised.
 - h) "No occupancy" shall be permitted on Lot 1, restricting final Building Permit* inspection granting occupancy for a building on Lot 1, in whole or in part, until the required parking facility is completed to the satisfaction of the City and has received final Building Permit* inspection granting occupancy.
- 11.2. Car-Share Parking: Prior to Development Permit* issuance for Lot 1, the developer shall provide for parking for 6 car-share vehicles within the designated Public Parking facility on Lot 1 (as described above), together with electric vehicle (EV) charging stations, to the satisfaction of the City. More specifically, the "car-share parking" requirements for Lot 1's Public Parking facility shall include the following.
- a) The 6 car-share spaces shall be consolidated on the ground floor of Lot 1's Public Parking facility, adjacent to the facility's vehicle entrance, and provide for safe, convenient, universally-accessible pedestrian access.
 - b) The car-share spaces shall be equipped with 2 electric vehicle (EV) quick-charge (240 V) charging stations for the exclusive use of the car-share vehicles (or as otherwise determined by the City), which charging stations shall be situated to provide for convenient use by vehicles parked in any of the 6 car share spaces.
 - c) The car share spaces (like the Public Parking facility) shall be available to the general public on a daily basis, the duration of which shall be equal to or greater than that of transit operations within 400 m (5 minute walk) of the lot or as otherwise determined by the City.

- d) Users of the car-share spaces shall not be subject to parking fees, except as otherwise determined at the sole discretion of the City.
 - e) “No development” shall be permitted on Lot 1, restricting Development Permit* issuance for a building on Lot 1, in whole or in part, until the developer:
 - Designs the Public Parking facility to provide for the 6 car-share spaces and related requirements to the satisfaction of the City via the Development Permit* review and approval process for Lot 1; and
 - Secures the 6 car-share spaces and related features for the intended use via a statutory right-of-way(s) registered on title and/or other legal agreements, to the City’s satisfaction.
 - f) “No occupancy” shall be permitted on Lot 1, restricting final Building Permit* inspection granting occupancy for a building on Lot 1, in whole or in part, until the required 6 car-share spaces and related features are completed to the satisfaction of the City and have received final Building Permit* inspection granting occupancy.
- 11.3. Transit Shelters: Prior to rezoning adoption, the developer shall submit a cash-in-lieu contribution towards 2 City Centre-type transit shelters valued at \$60,000.
- 11.4. Pedestrian Mobility Enhancements: Prior to rezoning adoption, the developer shall submit a cash-in-lieu contribution for pedestrian-related infrastructure improvements (e.g., special pedestrian crossing) valued at \$220,000.
- 11.5. Electric Vehicle (EV) Charging Stations: Prior to rezoning adoption, the developer shall provide for 2 EV quick-charge (240 V) charging stations for the use of the general public along the dedicated North-South Street near the frontage of the City-owned Neighbourhood Park, which EV charging stations shall be owned and maintained by the City or its designate, as determined at the sole discretion of the City. More specifically, as determined to the satisfaction of the Director of Development, Director of Engineering, and Director of Transportation, the developer shall be responsible for:
- a) Design of the EV charging stations;
 - b) Construction of pre-ducting (via the City’s standard Servicing Agreement* process, secured via a Letter of Credit); and
 - c) Cash-in-lieu contribution for the completion of construction of the EV charging stations (by others).
- 11.6. Park Frontage Works: Prior to rezoning adoption, the developer shall provide for the design and construction of improvements along the No. 3 Road and Sea Island Way frontages of the proposed City-owned Neighbourhood Park and No. 3 Road Greenway, to the City’s satisfaction. More specifically, as determined to the satisfaction of the Director of Development, Director of Transportation, Director of Engineering, and Senior Manager, Parks, the developer shall be responsible for:
- a) For the Neighbourhood Park (existing 3300 and 3320 No. 3 Road):
 - Design and construction of temporary frontage improvements, at the developer’s sole cost via the City’s standard Servicing Agreement* process (secured via a Letter of Credit), the design of which shall provide for safe, convenient, and attractive circulation by pedestrians and cyclists in coordination with temporary park improvements (also the responsibility of the developer via a Servicing Agreement*) within the adjacent Neighbourhood Park. Required improvements may include, but may not be limited to, an asphalt walkway, ground cover, planting, and trees. (Development Cost Charge credits shall not apply.)
 - Cash-in-lieu contribution for the design and construction of ultimate frontage improvements, the value of which shall be determined, to the satisfaction of the City, based generally on the standard established along the west side of No. 3 Road, south of Capstan Way, in coordination with the recent construction of the Canada Line. (Development Cost Charge credits shall not apply.)

b) For the No. 3 Road Greenway (existing 3200, 3220, and 3240 No. 3 Road):

- Enter into legal agreement(s) restricting Development Permit* issuance for a building on Lot 4, in whole or in part, until the developer enters into the City's standard Servicing Agreement* (secured via a Letter of Credit) for the design and construction of frontage works, the design of which shall be generally consistent with the standard established in coordination with the recent construction of the Canada Line south of Capstan Way, taking into account City objectives for the ultimate design of the Neighbourhood Park, transit plaza development to be undertaken in coordination with the future Capstan Canada Line station, and City objectives for "gateway" development, public art, and related features in the vicinity of the No. 3 Road and Sea Island Way intersection. (Development Cost Charge credits shall not apply.)

12. Tandem Parking: Registration of a legal agreement(s) on title on all lots, as per the Preliminary Subdivision Plan (**Schedule A**), ensuring that:

- 12.1. Resident Parking: Where two parking spaces are provided in a tandem arrangement for the use of resident parking, as per the Zoning Bylaw, both parking spaces must be assigned to the same dwelling unit; and
- 12.2. Elsewhere: Tandem parking shall be prohibited for all other purposes including, but not limited to, parking for residential visitors, commercial uses, child care, and community amenity uses.

13. Affordable Housing: The City's acceptance of the developer's offer to voluntarily contribute affordable housing, the terms of which voluntary contribution shall include registration of the City's standard Housing Agreement(s) to secure affordable housing units, the combined habitable floor area of which shall comprise at least 5% of the subject development's total residential building area, excluding the floor area of ARTS units. More specifically, "no development" will be permitted on Lots 1, 2, 3, or 4, restricting Development Permit* approval, until the developer, on a lot-by-lot basis, makes provisions for the construction of affordable housing on each of the 4 lots, at the sole cost of the developer, to the satisfaction of the City, secured via the City's standard Housing Agreement(s) registered on title. The form of the Housing Agreement(s) is to be agreed to by the developer and the City prior to adoption of the subject rezoning; after which time, changes to the Housing Agreement(s) will only be permitted for the purpose of accurately reflecting the specifics of the Development Permit* for each lot and other non-material amendments resulting thereof and made necessary by Development Permit* approval requirements, to the satisfaction of the Director of Development and Manager, Community Social Development. The terms of the Housing Agreement(s) shall indicate that they apply in perpetuity and provide for, but are not limited to, the following:

13.1. The required minimum floor area of the affordable housing on each of the 4 lots shall be equal to a minimum of 4 affordable housing units, the combined habitable floor area of which affordable housing units shall comprise at least 5% of the total residential building area on the lots (exclusive of ARTS units) and shall be distributed on a lot-by-lot basis as follows:

Phase	Lot	Max. Permitted Residential Floor Area under ZMU25 (excluding ARTS units)	Minimum Affordable Housing Requirement	
			Habitable Floor Area Requirement**	Lot-by-Lot Distribution of Habitable Floor Area
1	1	33,750.6 m ²	1,687.5 m ² (5%)	843.8 m ² (2.5%) ***
2	2	39,194.5 m ²	1,959.7 m ² (5%)	979.9 m ² (2.5%) ****
3	3	15,732.2 m ²	786.6 m ² (5%)	1,980.4 m ² (12.6%)
4	4	7,937.2 m ²	396.9 m ² (5%)	1,026.6 m ² (12.9%)
Total		96,614.5 m ²	4,830.7 m ² (5%)	4,830.7 m ² (5%)

** 5% of lot-by-lot "Max. Permitted Residential Floor Area under ZMU25 (excluding ARTS units)".

*** For Phase 1/Lot 1, the combined total floor area of affordable housing and ARTS units represents 6.4% of residential floor area.

**** At Phase 2/Lot 2, in addition to affordable housing, the developer shall provide for an Early Childhood Development (ECD) Hub, as per legal agreements registered in title. (See Section 14 for ECD Hub requirements.)

- 13.2. The number of affordable housing units, together with their types, sizes, unit mix, rental rates, and occupant income restrictions shall be in accordance with the City's Affordable Housing Strategy and guidelines for Low End Market Rental housing (unless otherwise agreed to by the Director of Development and Manager, Community Social Development), as follows:

Unit Type	Minimum Unit Area	Maximum Monthly Unit Rent**	Total Maximum Household Income**
Bachelor	37 m ² (400 ft ²)	\$850	\$34,000 or less
1-Bedroom	50 m ² (535 ft ²)	\$950	\$38,000 or less
2- Bedroom	80 m ² (860 ft ²)	\$1,162	\$46,500 or less
3-Bedroom	91 m ² (980 ft ²)	\$1,437	\$57,500 or less

** May be adjusted periodically, as provided for under adopted City policy.

- 13.3. Occupants of the affordable housing units shall, to the satisfaction of the City (as determined prior to Development Permit* approval), enjoy full and unlimited access to and use of all on-site indoor and outdoor amenity spaces provided as per OCP and City Centre Area Plan (CCAP) policy. In addition, residents of the affordable housing units shall enjoy the following:
- Lot 1: Unrestricted use of indoor and outdoor (rooftop) residential amenity spaces at 8677 Capstan Way, which spaces are to be provided by the developer in respect to RZ 10-544729 and DP 12-604012 for future shared use with the residents of Lot 1, as per legal agreement(s) on title;
 - Lot 3: Unrestricted use of indoor and outdoor residential amenity spaces at Lot 4, which spaces are to be provided by the developer for the shared use of the residents of Lots 3 and 4, secured via legal agreement(s) on title; and
 - Lot 4: Unrestricted use of indoor and outdoor residential amenity spaces at Lot 3, which spaces are to be provided by the developer for the shared use of the residents of Lots 3 and 4, secured via legal agreement(s) on title.
- 13.4. Parking, "Class 1" bike storage, and related electric vehicle (EV) charging stations shall be provided for the use of affordable housing occupants as per the Richmond Official Community Plan and Zoning Bylaw at no additional charge to the affordable housing occupants (i.e. no monthly rents or other fees shall apply for the casual, shared, or assigned use of the parking spaces, bike storage, EV charging stations, or related facilities by affordable housing occupants), which features may be secured via legal agreement(s) on title, as determined to the satisfaction of the City.
- 13.5. The affordable housing units, all related uses (e.g., parking, garbage/recycling, hallways and circulation, amenities), and associated landscaped areas shall be completed to a turnkey level of finish, at the sole cost of the developer, to the satisfaction of the Director of Development and Manager, Community Social Development.
- 13.6. Final Building Permit* inspection granting occupancy for any building, in part or in whole, on any of Lots 1, 2, 3, or 4 shall not be granted until the required affordable housing units on the affected lot are completed to the satisfaction of the City and have received final Building Permit* inspection permitting occupancy.
14. **ARTS Units:** The City's acceptance of the developer's offer to voluntarily contribute "artist residential tenancy studio (ARTS) units", the terms of which voluntary contribution shall include the registration of the City's standard Housing Agreement to secure 17 affordable housing units in the form of ARTS units, as defined by the subject rezoning application's proposed "Residential/Limited Commercial (ZMU25) – Capstan Village (City Centre)" zone, as follows:
- The combined habitable floor area of the 17 ARTS units (i.e. net of common areas and uses occurring outside the units such as parking, garbage/recycling areas, hallways, and amenity spaces) shall comprise at least 1,393.5 m² (15,000 ft²) and shall, together with parking and related uses, be located on Lot 1.
 - The ARTS units will be managed under the guidelines as set out under the City's Affordable Housing Strategy and guidelines for Low End Market Rental housing, including provisions for occupants of the

ARTS units subject to the Housing Agreement to not be subject to strata, maintenance, or parking fees, and to enjoy full and unlimited access to and use of all on-site indoor and outdoor amenity spaces (including unrestricted use of indoor and outdoor (rooftop) residential amenity spaces at 8677 Capstan Way, which spaces are to be provided by the developer in respect to RZ 10-544729 and DP 12-604012 for future shared use with the residents of Lot 1, as per legal agreement(s) on title), EXCEPT, in addition to income eligibility, at least one of the residents of each ARTS unit must satisfy the criteria of a “professional artist” as defined by the Canada Council for the Arts. While this definition may change from time to time:

- a) The Canada Council (2011) definition of a “professional artist” is an artist who:
 - Has specialized training in the field (not necessarily in academic institutions);
 - Is recognized as such by his or her peers; and
 - Is committed to devoting more time to artistic activity, if financially feasible; and
- b) To meet the Canada Council (2011) definition of a “professional visual artist”, one must also have:
 - Produced an independent body of work;
 - Had at least 3 public presentations of work in a professional context over a 3-year period; and
 - Maintained an independent professional practice for at least 3 years.

- 14.3. The terms of the Housing Agreement(s) shall indicate that they apply in perpetuity and provide for a specified number of ARTS units, together with their types and sizes, rents, and household incomes, as indicated below. Applicable rental rates and occupant income restrictions shall generally be in accordance with the City’s Affordable Housing Strategy and guidelines for Low End Market Rental housing (unless otherwise agreed to by the Director of Development and Director, Arts, Culture, and Heritage Services), EXCEPT that for the purposes of interpreting the City’s standard Housing Agreement, all ARTS units, regardless of type, size, configuration, or other features, shall be treated as “bachelor” units.

Unit Type	Number of Units	Minimum Unit Area	Maximum Monthly Unit Rent**	Total Maximum Household Income**
ARTS bachelor	5	74 m ² (797 ft ²)	\$850	\$34,000 or less
ARTS 1-bedroom	7	74 m ² (797 ft ²)	\$850	\$34,000 or less
ARTS 2-bedroom	5	91 m ² (980 ft ²)	\$850	\$34,000 or less

** May be adjusted periodically as provided for under adopted City policy.

- 14.4. The ARTS units shall be designed and constructed to be durable and flexible in order that they may accommodate a broad range of arts uses and related activities, as permitted under the ZMU25 zone. As determined to the satisfaction of the City, unit features should include, but may not be limited to:
- a) Street-oriented, town housing units (as generally defined by the Zoning Bylaw), each of which shall be situated at the first storey of the building (in part or in whole), front directly onto Sexsmith Road or Hazelbridge Way, and provide for direct public access (i.e. without the need for the public to pass through a shared indoor circulation area, such as a corridor, elevator, stair, or lobby);
 - b) A minimum habitable floor elevation of 2.9 m geodetic;
 - c) Good daylighting (especially of the double-height space) and sunlight controls/shading;
 - d) Natural and mechanical ventilation (including, but not limited to, compliance with OCP Aircraft Noise Sensitive Development policies for Area 3: Moderate Aircraft Noise Area);
 - e) Mechanical and electrical flexibility (including flexible lighting options in the double height space);
 - f) Measures incorporated into the individual ARTS units (including appropriate siting and orientation) to ensure that permitted arts-related activities carried out within the units will not materially impact neighbouring residents (on site or off) by way of noise, vibration, smoke, dust, odours, heat, glare, or electrical or radio disturbances detectable beyond the ARTS units;

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- g) Highly durable, resilient materials used for all floors, walls, sinks, and countertops;
- h) Direct access from interior double height spaces to outdoor space via double-height doors;
- i) Provisions for the permanent or temporary display outdoors of a limited amount of artwork produced on the premises;
- j) Interceptors in all sink drains;
- k) Convenient access to loading for large and heavy items;
- l) Units wired for communication/high speed data/cable; and
- m) Additional requirements, as set out in the “ARTS Units: Supplementary Development Permit Requirements” (**Schedule D**).

14.5. Parking, “Class 1” bike storage, and related electric vehicle (EV) charging stations shall be provided for the use of ARTS units occupants as per the Richmond Official Community Plan and Zoning Bylaw at no additional charge to the ARTS units occupants (i.e. no monthly rents or other fees shall apply for the casual, shared, or assigned use of the parking spaces, bike storage, EV charging stations, or related facilities) and secured via legal agreement(s) on title.

14.6. The ARTS units, all related uses (e.g., parking, garbage/recycling, hallways and circulation, amenities), and associated landscaped areas shall be completed to a turnkey level of finish, at the sole cost of the developer, to the satisfaction of the Director of Development, Manager, Community Social Development, and Director, Arts, Culture, and Heritage Services.

14.7. Final Building inspection permitting occupancy for a building on Lot 1, in whole or in part, shall not be granted until the ARTS units and all related uses and areas (e.g., ARTS units’ parking, residential amenity spaces) are constructed to the satisfaction of the City and have received final Building Permit inspection permitting occupancy.

15. Early Childhood Development (ECD) Hub: The City’s acceptance of the developer’s offer to voluntarily contribute an Early Childhood Development (ECD) Hub, the terms of which voluntary contribution shall include the developer’s transfer of 1,428.4 m² of indoor floor area (together with related outdoor program space, parking, and related features) in the form of an air space parcel on Lot 2, constructed at the developer’s sole cost to a turnkey level of finish to the satisfaction of the City, for use as child care, community amenity space, and minor health service, as provided for under the subject rezoning application’s proposed “Residential/Limited Commercial (ZMU25) – Capstan Village (City Centre)” zone. More specifically, prior to rezoning adoption, as determined to the satisfaction of the City, the developer shall enter into legal agreements and/or provide other security in accordance with **Schedule E** (e.g., option to purchase) requiring that:

15.1. “No development” shall be permitted on Lot 2, restricting Development Permit* issuance for a building on Lot 2, in whole or in part, until the developer:

- a) Submits a cash-in-lieu contribution towards the City’s project management costs for the ECD Hub for design development through to Provincial licensing approval, based on 5% of the total construction value of the facility and related spaces and uses as verified by an independent quantity surveyor to the satisfaction of the City. In addition, if the developer elects to have the City manage the design and construction of the ECD Hub’s tenant improvements and the City at its sole discretion agrees, then the developer will provide the City with an additional cash contribution, based on 10% of the total construction value of the facility, for consultant costs (e.g., space programming, architecture, landscape, electrical, mechanical).
- b) Designs the ECD Hub to the satisfaction of the City, as generally described in the Early Childhood Development (ECD) Hub – Terms of Reference (**Schedule E**) and providing for, among other things:
 - A functional, licensable, fully-finished child care facility including at least 836 m² of indoor program space and at least 855 m² of contiguous outdoor program (play) area located at the

building's podium roof level (which shall not be situated higher than the fourth floor above finished grade);

- A fully finished “storefront space” of at least 465 m² for early childhood, family support, and related programs, which space shall front onto and be directly accessible from the subject development's dedicated North-South Street and on-site parking designated for the exclusive use of the ECD Hub;
- Secure, dedicated vertical circulation connecting the child care level with the “storefront space”, including a large elevator able to accommodate multi-passenger strollers; and
- Parking, bike storage, loading, garbage/recycling facilities, and related features secured for the exclusive use of the ECD Hub and its visitors, staff, guests, and related activities on a 24-hour/day basis, except as otherwise determined to the sole satisfaction of the City.

15.2. “No building” shall be permitted on Lot 2, restricting Building Permit* for a building on Lot 2, in whole or in part, until the required ECD Hub and related features are incorporated in the Building Permit* drawings and specifications, generally as determined via the rezoning (RZ 12-610011) and Development Permit* processes, to the satisfaction of the City.

15.3. “No occupancy” shall be permitted on Lot 2, restricting final Building Permit* inspection granting occupancy for a building on Lot 2, in whole or in part, until the required ECD Hub and related features (e.g., parking, loading, service facilities, landscaping) are completed to the satisfaction of the City and have received final Building Permit* inspection granting occupancy.

16. **Public Art:** City acceptance of the developer's offer to voluntarily contribute towards Public Art, the terms of which voluntary developer contribution shall include:

16.1. Prior to Rezoning Adoption: The developer shall provide for the following:

- a) Submit a Public Art Plan for the entirety of the subject site, prepared by an appropriate professional and based on the Richmond Public Art Program, City Centre Public Art Plan, and any relevant supplementary public art and heritage planning undertaken by the City for Capstan Village, to the satisfaction of the Director of Development and Director, Arts, Culture, and Heritage Services (including review(s) by the Public Art Advisory Committee and presentation for endorsement by Council, as required by the Director, Arts, Culture, and Heritage Services). The value of the developer's public art contribution (which shall form a key basis for the required Public Art Plan) shall be at least \$879,653, based on a rate of at least \$8.28/m² (\$0.77/ft²) for residential uses and \$4.41/m² (\$0.41/ft²) for non-residential uses and the maximum permitted buildable floor area under the subject site's ZMU25 zone, excluding affordable housing, ARTS units, and the Early Childhood Development (ECD) Hub, as determined on a lot-by-lot basis, as follows:

Phase	Lot	Estimated Floor Area as per ZMU25 Zone***	Public Art Exemptions****	Applicable Developer Contribution Rates*	Min. Public Art Voluntary Developer Contributions**
1	1	(R) 35,144.1 m ²	(R) 2,237.3 m ²	\$8.28/m ² (100% residential)	\$272,468
2	2	(R) 39,194.5 m ² (NR) 1,688.5 m ²	(R) 979.9 m ² (NR) 1,428.4 m ²	\$8.28/m ² for residential (R) & \$4.41/m ² for non-residential (NR) or the current City rate at the time of Development Permit* approval, whichever is greater	\$317,564
3	3	(R) 15,732.2 m ²	(R) 1,980.4 m ²		\$113,865
4	4	(R) 7,937.2 m ² (NR) 26,878.9 m ²	(R) 1,026.6 m ²		\$175,756
TOTAL		(R) 98,008.0 m ² (NR) 28,567.4 m ²	(R) 6,224.2 m ² (NR) 1,428.4 m ²	Varies	\$879,653

* Rates do not apply to affordable housing units, ARTS units, or Early Childhood Development (ECD) Hub.

** Estimates based on maximum permitted floor area under the subject site's ZMU25 zone. Actual contributions may be greater, as determined prior to Development Permit* issuance on a lot-by-lot basis.

*** (R) means residential and (NR) means non-residential.

**** Includes affordable housing, ARTS units, and the Early Childhood Development (ECD) Hub.

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- b) Enter into legal agreement(s) registered on title for the multi-phase implementation of the City-approved Public Art Plan.
- 16.2. “No Development”: The developer shall enter into legal agreements registered on title requiring that “no development” shall be permitted, restricting Development Permit* issuance on a lot-by-lot (phase-by-phase) basis, until the developer:
- a) Enters into any additional legal agreement(s) required to facilitate the multi-phase implementation of the City-approved Public Art Plan, which may require that, prior to entering into any such additional agreement, a Detailed Public Art Plan is submitted by the developer for the lot (phase) and/or an artist is engaged, to the satisfaction of the City (as generally set out in the legal agreement entered into and the Public Art Plan submitted prior to rezoning adoption); and
 - b) Submits a Letter of Credit or cash (as determined at the sole discretion of the City) with respect to the applicable lot (phase) of the Plan’s implementation, the value of which contribution shall be at least the value indicated for the applicable lot (phase) in the table above.

NOTE: If the Plan requires that a voluntary developer contribution with respect to a particular lot (phase) exceeds the value in the above table with the understanding that the developer is “pre-paying” with respect to a future phase or phases, the “pre-paid” portion will be credited towards future voluntary developer contribution(s) as set out in the Plan.

- 16.3. “No Occupancy”: The developer shall enter into legal agreements registered on title requiring that “no occupancy” shall be permitted, restricting final Building Permit* inspection granting occupancy of the building (exclusive of parking), in whole or in part, on a lot or phase for which the City-approved Public Art Plan requires the developer’s implementation of a public artwork until:
- a) The developer, at its expense, commissions an artist or artists to conceive, create, manufacture, design, and oversee or provide input about the manufacturing of the public artwork, and causes the public artwork to be installed on City property or, if expressly permitted by the City, within a statutory right-of-way on the developer’s lands secured for rights of public passage, public art, and related purposes, in accordance with the City-approved Public Art Plan;
 - b) The developer, at its expense and within thirty (30) days of the date on which the public art is installed, executes and delivers to the City a transfer of all of the developer’s rights, title, and interest in the public artwork to the City if on City property or to the subsequent Strata or property owner if on Private property (including transfer of joint world-wide copyright) or as otherwise determined to be satisfactory by the City Solicitor and Director, Arts, Culture, and Heritage Services;

Note: It is the understanding of the City that the artist’s rights, title, and interest in the public artwork will be transferred to the developer upon acceptance of the artwork based on an Agreement solely between the developer and the artist. These rights will in turn be transferred to the City, subject to approval by Council to accept the donation of the artwork.

- c) The developer, at its expense, submits a final report to the City promptly after completion of the installation of the public art in respect to the City-approved Public Art Plan, which report shall, to the satisfaction of the Director of Development and Director, Arts, Culture, and Heritage Services, include:
 - Information regarding the siting of the public art, a brief biography of the artist(s), a statement from the artist(s) on the public art, and other such details as the Director of Development and Director, Arts, Culture, and Heritage Services may require;
 - A statutory declaration, satisfactory to the City Solicitor, confirming that the developer’s financial obligation(s) to the artist(s) have been fully satisfied;
 - The maintenance plan for the public art prepared by the artist(s); and

- Digital records (e.g., photographic images) of the public art, to the satisfaction of the Director of Development and Director, Arts, Culture, and Heritage Services.

17. Tree Protection and Replacement:

17.1. Prior to Rezoning Adoption: The developer shall provide for the following:

- a) Submit a Comprehensive Tree Protection and Replacement Plan for the entirety of the subject site, prepared by an appropriate professional based on City tree protection policy with respect to existing significant trees, both on-site and off-site (i.e. City-owned trees within existing or proposed dedicated roads) to the satisfaction of the Director of Development, Senior Manager, Building Approvals, and Senior Manager, Parks. The Plan shall include, among other things:
 - An up-to-date tree inventory and arborist's report;
 - A phasing strategy for tree protection, removal, and replacement, including among other things:
 - Tree removal occurring due to pre-loading and site preparation prior to Development Permit* issuance for the affected lot (phase);
 - Tree protection fencing and related requirements; and
 - Tree Survival Security requirements; and
 - Tree compensation, including recommended voluntary developer contributions to the City's Tree Compensation Fund for the planting of replacement trees elsewhere within the City.
- b) Enter into legal agreement(s) registered on title for the multi-phase implementation of the City-approved Comprehensive Tree Protection and Replacement Plan.
- c) Submit a Contract entered into between the developer and a Certified Arborist for supervision of any on-site works conducted within the required tree protection zone of the trees to be retained, on a permanent and/or interim basis as set out under the City-approved Comprehensive Tree Protection and Replacement Plan. (The Contract should include the scope of work to be undertaken, including the proposed number of site monitoring inspections and provision for the Arborist to submit a post-construction assessment report to the City for review.)
- d) Install appropriate tree protection fencing around all trees to be retained as part of the development prior to any construction activities occurring on-site (including building demolition) or as otherwise determined to the satisfaction of the City based on the City-approved Comprehensive Tree Protection and Replacement Plan.

17.2. "No Development": Development Permit* issuance will be restricted until the developer, on a lot-by-lot (phase-by-phase) basis, fulfills the provisions of the City-approved Comprehensive Tree Protection and Replacement Plan to the satisfaction of the City.

18. Phasing: Registration of a restrictive covenant(s) and/or alternative legal agreement(s), to the satisfaction of the City, securing that "no development" will be permitted on the subject site and restricting Development Permit* issuance (together with various Building Permit* and occupancy restrictions, as determined to the satisfaction of the City), until the developer satisfies the following:

18.1. General Requirements: Development must proceed on the following basis:

- a) The subject development shall include a maximum of four phases, the comprehensive design and development of each of which shall be addressed by one Development Permit* (i.e. four in total), unless otherwise determined to the satisfaction of the Director of Development;
- b) The construction of phases shall proceed in order from south to north as generally illustrated in the Phasing Key Plan (**Schedule F**);
- c) Development Permit* issuance, Building Permit* issuance, and construction of sequential phases (e.g., Phases 1 and 2) may proceed concurrently, but a later phase may not advance, in whole or in

- part, to final Building Permit* inspection granting occupancy ahead of an earlier phase, EXCEPT for Phase 4, which may advance ahead of Phase 3.
- d) “No development” will be permitted on Lot 3, restricting Development Permit* issuance for a building (in whole or in part), until, as determined at the sole discretion of the City, the developer:
- With respect to 3131 Sexsmith Road:
 - Provides for the comprehensive development of Lot 3 and the adjacent orphaned lot at 3131 Sexsmith Road (i.e. via property consolidation, rezoning*, and submission of a Development Permit* application), to the satisfaction of the City; or
 - Registers any and all necessary legal agreements on title to facilitate the independent development of 3131 Sexsmith Road (by others), as determined to the satisfaction of the Director of Development, Director of Engineering, Director of Transportation, and Senior Manager, Parks, which may include, but may not be limited to:
 - i. Statutory right-of-ways and/or alternate legal agreements in favour of 3131 Sexsmith Road to permit access for vehicles, bikes, and pedestrians, loading, waste removal, emergency services, and/or parking; and
 - ii. Covenant(s) restricting Development Permit* and/or Building Permit* issuance for a portion of Lot 3, as determined to the City’s satisfaction, to allow for its comprehensive development with 3131 Sexsmith Road (e.g., via subdivision and consolidation or some alternate means satisfactory to the City).
 - With respect to resident amenity space, provides for shared resident (indoor and outdoor) amenity space for the unrestricted use of the residents of Lot 4 (including the residents of affordable housing units secured with a Housing Agreement), to the satisfaction of the City, as per legal agreements registered on title as per Section 5 (above).
- e) “No development” will be permitted on Lot 4, restricting Development Permit* issuance for a building (in whole or in part), until, as determined at the sole discretion of the City, the developer provides for shared resident (indoor and outdoor) amenity space for the unrestricted use of the residents of Lot 3 (including the residents of affordable housing units secured with a Housing Agreement), to the satisfaction of the City, as per legal agreements registered on title (as per Section 5 (above).
- f) “No building” will be permitted on a phase-by-phase basis, restricting Building Permit* issuance for a building, in whole or in part (exclusive of parking), until any and all necessary additional legal agreements have been registered on title as determined to the satisfaction of the Director of Development, Director of Engineering, Director of Transportation, and Senior Manager, Parks, which may include, but may not be limited to:
- Agreements relating to site investigation, testing, monitoring, site preparation, de-watering, drilling, underpinning, anchoring, shoring, piling, pre-loading, ground densification or other activities that may result in settlement, displacement, subsidence, damage or nuisance to City and private utility infrastructure; and
 - Right-of-ways, as determined via the subject development’s Servicing Agreement*, Development Permit*, or other approval processes, for corner cuts for traffic signal equipment and related rights of public passage.
- g) “No occupancy” shall be permitted on a phase-by-phase basis, in whole or in part (excluding parking), restricting Final Building Permit* inspection granting occupancy until the following have been satisfied:
- All indoor residential amenity space, affordable housing units, ARTS units, community amenity space (Early Childhood Development (ECD) Hub), Public Parking facility, and publicly-accessible on-site open space required in respect to the phase (as determined via an issued Development Permit*) must receive Final Building Permit* inspection granting occupancy; and

- All road, engineering, and park improvements for which the developer is required to enter into a Servicing Agreement* must be complete to the satisfaction of the City (i.e. Certificate of Completion issued), EXCEPT as specifically provided for in this phasing covenant.

18.2. Phase-by-Phase Requirements: The developer must provide for the phase-by-phase design and construction of specific features to the satisfaction of the City, as per the Phasing Key Plan for Engineering, Transportation, and Parks (**Schedule F**) and Phasing Summary Table (**Schedule G**).

19. Community Planning: City acceptance of the developer's voluntary contribution in the amount of \$323,873 (i.e. \$0.25/ft² of maximum permitted buildable floor area as per the proposed ZMU25 zone, excluding affordable housing and ARTS units) to future City community planning studies, as set out in the City Centre Area Plan.
20. Development Permit (DP)*: The submission and processing of a Development Permit* for Lot 1 (Phase 1) completed to a level deemed acceptable by the Director of Development.
21. Servicing Agreement (SA): Enter into a Servicing Agreement* for the design and construction, at the developer's sole cost, of full upgrades across the subject site's street frontages, together with various engineering, transportation, and parks works.

Except as expressly provided for and in compliance with the subject development's phasing covenant and related legal agreement(s) registered on title, to the satisfaction of the Director of Development, Director of Engineering, Director of Transportation, Senior Manager, Parks, and Manager, Environmental Sustainability:

- Prior to rezoning adoption, all works identified via the subject development's SA* must be secured via a Letter(s) of Credit;
- No phasing of off-site works shall be permitted and all works shall be completed prior to final Building Permit* inspection granting occupancy of the first building on the subject site (exclusive of parking), in whole or in part, EXCEPT as expressly provided for via phasing covenant(s) registered on title and/or alternate security as determined to the sole satisfaction of the City via the City's Servicing Agreement* standard design and approval processes; and
- Development Cost Charge (DCC) credits may apply.

Servicing Agreement* works will include, but may not be limited to, the following:

21.1. Engineering SA* Requirements:

- All water, storm, and sanitary upgrades determined via the Capacity Analysis processes are to be addressed via this SA* process.
- Any permitted phasing of off-site works will be confirmed during the SA* stage. The scope of phasing shall be to the satisfaction of the City and at its sole discretion. The first phase of off-site works shall be completed prior to final Building Permit* inspection granting occupancy for the first building on the subject site (exclusive of parking), in whole or in part.
- The City requires that the proposed design and related calculations are included on the SA* design drawing set.

As per the completed capacity analyses and related studies, the City accepts the developer's recommendations as follows:

a) **Sanitary Sewer Upgrades**:

- *Sanitary Gravity Sewer*: The development site has no sanitary service. The developer is responsible to construct the sanitary sewer listed below to service the development. The developer is solely responsible for this work; there will be no latecomer program available.
 - Sexsmith Road north of Patterson Road
 - Approximately 45m of 200mm diameter at 0.50% (45m is measured from the center line of Patterson Road to 5m north of the north property line of 3171 Sexsmith Road). An appropriately sized manhole is required at the northern end of the upgraded pipe.

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- Sexsmith Road - Patterson Road to Capstan Way
 - Approximately 117m of 375mm diameter at 0.50%
 - Approximately 156m of 450mm diameter at 0.50%
- Capstan Way @ Sexsmith Road to tie-in to proposed Sanitary Pump Station
 - Approximately 71m of 450mm diameter at 0.50%
 - Approximately 39m of 450mm diameter at 0.50%
 - Approximately 30m of 525mm diameter at 0.50%
 - Approximately 14m of 600mm diameter at 0.50%
- The developer is responsible for constructing sanitary sewers within the proposed roads dedications (North-South Street and Hazelbridge Way) as required to service the development, the Neighbourhood Park and future development(s). The sanitary sewers are to be sized to the greater of a) 200 mm and b) OCP size and connect to the system on Sexsmith Rd; sizing calculations are to be included in the Servicing Agreement design.
- The exact length of the sanitary sewers and location of the manholes are to be finalized during the Servicing Agreement design. The developer is required to abandon the existing sanitary sewer system (remove pipes) that is being replaced by the proposed sanitary sewer system. The developer is solely responsible for all the upgrade requirements.
- *New Sanitary Pump Station:* The developer is responsible for the design and construction of the new Capstan sanitary pump station, if it has not already been built by others. The pump station shall be located approximately 125 m west of the Capstan Way and Sexsmith Road intersection. The new sanitary pump station is intended to service all the developments on the east side of No. 3 Road within the existing Skyline sanitary catchment. The new Capstan sanitary catchment boundaries are No. 3 Road, Cambie Road, Garden City Road, and Sea Island Way. The sanitary pump station services a significant area of development. While design and construction of the pump station will be a requirement of any development within the catchment area served by the proposed Capstan Way sanitary pump station, the City's objective is to have an equitable distribution of costs to the benefiting properties to the extent possible using available tools such as latecomer agreements or developer cost sharing agreements. If the new pump station is built by others, the developer may be responsible for contributing towards the new pump station.

b) Storm Sewer Upgrades:

- *Sexsmith Road Frontage:* The developer is responsible to construct the storm sewer listed below to service the development. The developer is solely responsible for this work; there will be no latecomer program available.
 - Sea Island Way to Patterson Rd - approximately 65m of 600mm diameter
 - Patterson Road to Hazelbridge Way - approximately 95m of 900mm diameter
 - Hazelbridge Way to Capstan Way - approximately 155m of 1050mm diameter
 - Capstan Way to south on intersection - approximately 25m 1200mm diameter
 - The developer is required to build a temporary storm sewer transition to connect the proposed storm sewer to the existing twin system south of Capstan Way. The developer is also required to build a temporary storm sewer transition from the proposed manhole at the Sexsmith Road and Capstan Way intersection to connect to the existing twin storm sewer system south of Capstan Way.
 - Abandon/remove the existing storm sewer system (remove pipes/infill ditches) that is being replaced by the proposed storm sewer system.
- The required frontage improvements along Sea Island Way will impact the existing drainage in the area. It is the developer's responsibility to determine the alterations and upgrade required to accommodate the road improvements and to coordinate with MOTI.
- *No. 3 Road Frontage:* The developer is responsible to upgrade the existing storm sewer from existing manhole STMH9443 (near property line of 3200/3220 No. 3 Rd) to the south property line of 3320 No. 3 Road with a length of approximately 165m to a min. 600 mm diameter. An

appropriately sized manhole is required at the south end of the upgraded pipe. The development is not permitted to connect to this system.

- *Proposed Road Dedications (North-South Street and Hazelbridge Way):* The developer is responsible to construct storm sewers to the greater of a) 600 mm and b) OCP size and connect to the system on Sexsmith Rd; sizing calculations are to be included in the Servicing Agreement design.

c) Water Upgrades:

- Using the OCP Model, there is 80 L/s available at 20 psi residual along Sexsmith Road, just south of Sea Island Way, 112 L/s available at 20 psi residual fronting 3331 Sexsmith Road and 602 L/s available at 20 psi residual along No 3 Road. Based on the developer's proposed rezoning, the subject site requires a minimum fire flow of 220 L/s.
- The developer is responsible to upgrade the existing 150 mm diameter watermain to minimum 300mm diameter along Sexsmith Road from Sea Island Way to Capstan Way and connect to the existing system on Capstan Way. The upgrade may need to be extended due to the required offsite improvements.
- The developer is responsible to construct a 300mm diameter watermain along the proposed road dedications (North-South Street and Hazelbridge Way). To temporarily address water quality issues until Lot 4 is connected to the dead end main, the developer's consultant had proposed to install an automatic flushing system. The automatic flushing system complete with its kiosk shall be located in a utility right of way within Lot 4. The details of the automatic flushing system and its required utility right of way shall be determined through the servicing agreement. The following works relating to the automatic flushing system shall be at the developer's cost:
 - Supply and installation cost of the automatic flushing system (complete with a dechlorination system designed specifically for the automatic flushing device) and registration of the required utility right of way. No encroachment under the required utility right of way is allowed.
 - Supply and installation of a water meter to monitor water consumption of the automatic flushing system. The City shall charge the developer of the water consumed by the automatic flushing system.
 - Operations of the system (e.g., setting controls, etc.) shall be done by City crews (at developer's cost).
 - Maintenance of the proposed automatic flushing system shall be done by City crews (at developer's cost).
 - Future removal of the automatic flushing system and future discharge of the required utility right of way.
- A hydrant at the dead end watermain shall be required. Another hydrant at the southwest corner of the future intersection of Private Road and Sexsmith Road shall be required for by-pass supply to Lot 4 in case of a breakdown at the dead-end watermain. Details of the by-pass design shall be finalized through the Servicing Agreement* design.
- The location of the site service for Lot 3 will be verified thru the SA* process to minimize water quality issues.
- Once the developer has confirmed the building design at the Building Permit* stage, the developer must submit fire flow calculations signed and sealed by a professional engineer based on the Fire Underwriter Survey to confirm that there is adequate available flow.

d) Private Utilities:

- The developer shall provide private utility companies with right-of-ways to accommodate their equipment (i.e. above ground private utility kiosks, vista, transformers, etc.) and such equipment

shall be located and designed to minimize potential impacts on the public realm. It is the responsibility of the developer to contact the private utility companies to learn of their requirements.

e) **Encroachments:**

- Registration of right-of-way agreements for private utilities, street trees, sidewalk encroachments, and/or other requirements, as determined via the SA* review and approval processes to the satisfaction of the Director of Development, Director of Engineering, Director of Transportation, and Senior Manager, Parks.

21.2. Transportation SA* Requirements:

- A final Traffic Impact Analysis (TIA), including a comprehensive, detailed road and traffic management design for all phases of the subject development, subject to final functional design approval by the Director of Transportation, must be completed prior to SA* approval for any transportation-related SA* works. (For the Preliminary Functional Roads Plan, see **Schedule H.**) The works described within such a comprehensive TIA and plan will include, but may not be limited to, the following:
 - a) **Frontage Works:** The design and construction of the following improvements, together with any additional improvements that may be necessary subject to the outcome of the TIA, as determined at the sole discretion of the City.
 - *Hazelbridge Way:* The developer is responsible for the design and construction of the following cross-section between Sexsmith Road and the west boundary of the subject site, to the satisfaction of the City:
 - Min. 2.0 m wide concrete sidewalk;
 - 1.5 m wide landscaped boulevard, incorporating street trees @ 6.0 m on centre or as otherwise directed by the City, some combination of groundcover and decorative planting, City Centre streetlights, benches and furnishings, pedestrian crossings and decorative paving, and a minimum 1.5 m wide continuous trench for tree planting and to facilitate innovative storm water management measures aimed at improving the quality of run-off and reduce the volume of run-off entering the storm sewer system;
 - 0.15 m wide curb;
 - 12.2 m wide vehicular driving/parking surface;
 - 0.15 m wide curb;
 - 1.5 m wide landscaped boulevard, incorporating street trees @ 6.0 m on centre or as otherwise directed by the City, some combination of groundcover and decorative planting, City Centre streetlights, benches and furnishings, pedestrian crossings and decorative paving, and a minimum 1.5 m wide continuous trench for tree planting and to facilitate innovative storm water management measures aimed at improving the quality of run-off and reduce the volume of run-off entering the storm sewer system; and
 - Min. 2.0 m wide concrete sidewalk.

NOTE: The construction of Hazelbridge Way is included in the City's Development Cost Charge (DCC) program.

- *North-South Street:* The developer is responsible for the design and construction of the following cross-section between Hazelbridge Way and the cul-de-sac at the north end of the subject road, to the satisfaction of the City:
 - Min. 2.0 m wide concrete sidewalk;
 - 1.5 m wide landscaped boulevard, incorporating street trees @ 6.0 m on centre or as otherwise directed by the City, some combination of groundcover and decorative planting, City Centre streetlights, benches and furnishings, pedestrian crossings and decorative paving, and a minimum 1.5 m wide continuous trench for tree planting and to facilitate innovative storm water management measures aimed at improving the quality of run-off and reduce the volume of run-off entering the storm sewer system;

- 0.15 m wide curb;
 - 12.2 m wide vehicular driving/parking surface;
 - 0.15 m wide curb;
 - 1.5 m wide landscaped boulevard, incorporating street trees @ 6.0 m on centre or as otherwise directed by the City, some combination of groundcover and decorative planting, City Centre streetlights, benches and furnishings, pedestrian crossings and decorative paving, and a minimum 1.5 m wide continuous trench for tree planting and to facilitate innovative storm water management measures aimed at improving the quality of run-off and reduce the volume of run-off entering the storm sewer system; and
 - Min. 2.0 m wide concrete sidewalk.
- *Cul-de-Sac @ North-South Street:* The developer is responsible for the design and construction of the following cross-section at the cul-de-sac at the north end of the North-South Street, to the satisfaction of the City:
- Min. 2.0 m wide concrete sidewalk;
 - 1.5 m wide landscaped boulevard, incorporating street trees @ 6.0 m on centre or as otherwise directed by the City, some combination of groundcover and decorative planting, City Centre streetlights, benches and furnishings, pedestrian crossings and decorative paving, and a minimum 1.5 m wide continuous trench for tree planting and to facilitate innovative storm water management measures aimed at improving the quality of run-off and reduce the volume of run-off entering the storm sewer system;
 - 0.15 m wide curb; and
 - 15.0 m radius vehicular driving surface.
- *Sexsmith Road:* The developer is responsible for the design and construction of the following Interim Cross-Section, to the satisfaction of the City, taking into consideration the following Ultimate Cross-Section in the design and construction of those road works. The developer is required to design and construct improvements from the south limit of the development site to the north limit of the development site, together with a transition between those improvements and the existing condition to the south and the north of the development site (at a minimum 20:1 taper rate), to the satisfaction of the City.

Interim Cross-Section: From west to east -

- 2.0 m wide concrete sidewalk;
- 0.6 m wide buffer strip, incorporating permeable paving (i.e. granite sets), pedestrian lighting, decorative planting, and furnishings;
- 2.0 m wide bike path (i.e. asphalt with a 0.15 m wide concrete band along both sides);
- 1.5 m wide landscaped boulevard, incorporating street trees @ 6.0 m on centre or as otherwise directed by the City, some combination of groundcover and decorative planting, City Centre streetlights, benches and furnishings, pedestrian crossings and decorative paving, and a minimum 1.5 m wide continuous trench for tree planting and to facilitate innovative storm water management measures aimed at improving the quality of run-off and reduce the volume of run-off entering the storm sewer system;
- 0.15 m wide curb;
- 2.5 m wide southbound parking lane;
- 3.3 m wide southbound vehicle travel lane;
- 3.3 m wide left-turn lane and landscaped median;
- 3.3 m wide northbound vehicle travel lane; and
- Minimum 1.0 m wide shoulder (temporary).

Ultimate Cross-Section: From west to east, beyond the 3.3 m wide northbound vehicle travel lane (i.e. beginning with the replacement of the temporary minimum 1.0 m wide shoulder) -

- 2.5 m wide northbound parking lane;
- 0.15 m wide curb;

- 1.5 m wide landscaped boulevard, incorporating street trees @ 6.0 m on centre or as otherwise directed by the City, some combination of groundcover and decorative planting, City Centre streetlights, benches and furnishings, pedestrian crossings and decorative paving, and a minimum 1.5 m wide continuous trench for tree planting and to facilitate innovative storm water management measures aimed at improving the quality of run-off and reduce the volume of run-off entering the storm sewer system;
- 2.0 m wide bike path (i.e. asphalt with a 0.15 m wide concrete band along both sides);
- 0.6 m wide buffer strip, incorporating permeable paving (i.e. granite sets), pedestrian lighting, decorative planting, and furnishings; and
- 2.0 m wide concrete sidewalk.

No. 3 Road: The developer is responsible for designing and constructing works behind the existing east curb to coordinate with and generally match the standard of existing frontage works south of Capstan Way, EXCEPT as required to appropriately coordinate with the design and construction of fronting City park, as determined to the satisfaction of the City.

- *Sea Island Way:* The developer is responsible for accommodating MOTI requirements and designing/constructing frontage works within the road right-of-way with greenway improvements within a Statutory Right-of-Way registered on title for park purposes. Behind the curb (from north to south), improvements shall include –
 - 3.0 m wide landscaped boulevard, incorporating street trees @ 6.0 m on centre or as otherwise directed by the City, some combination of groundcover and decorative planting, streetlights, and a continuous trench for tree planting and to facilitate innovative storm water management measures aimed at improving the quality of run-off and reduce the volume of run-off entering the storm sewer system;
 - 2.0 m wide bike path (i.e. asphalt with a 0.15 m wide concrete band along both sides);
 - 0.6 m wide buffer strip, incorporating permeable paving (i.e. granite sets), pedestrian lighting, decorative planting, and furnishings;
 - 2.0 m wide concrete sidewalk; and
 - Some combination of groundcover, decorative planting, trees, and landscape features, to the satisfaction of the City, as determined via an approved Development Permit*.
- b) **Traffic Signals:** The design and construction of the following improvements, together with any additional improvements that may be necessary subject to the outcome of the TIA, as determined at the sole discretion of the City.
 - *Signal Upgrade @ Hazelbridge/Sexsmith Intersection:* Installation of a new traffic signal to facilitate the intersection's conversion from three legs to four including, but not limited to, the following:
 - Signal poles, controller, bases, and hardware;
 - Pole bases, street light luminaires, and fittings (to match City Centre/Capstan Village standards);
 - Detection conduits (i.e. electrical and communication) and signal indications, and communications cable, electrical wiring, and service conductors; and
 - Accessible Pedestrian Signals (APS) and illuminated street name sign(s).
- c) **Streetlights:** The design and construction of the following improvements, together with any additional improvements that may be necessary subject to the outcome of the TIA, as determined at the sole discretion of the City.
 - *Hazelbridge Way:* Both sides of the street –
 - Pole colour: Grey
 - Roadway lighting @ back of curb: Type 7 (LED), including 1 street luminaire and duplex receptacles, BUT excluding pedestrian luminaires, banner arms, flower basket holders, and irrigation.
 - Pedestrian lighting: N/A

- *North-South Street*: Both side of the street –
 - Pole colour: Grey
 - Roadway lighting @ back of curb: Type 7 (LED), including 1 street luminaire and duplex receptacles, BUT excluding pedestrian luminaires, banner arms, flower basket holders, and irrigation.
 - Pedestrian lighting: N/A
- *Sexsmith Road*: West side of the street –
 - Pole colour: Grey
 - Roadway lighting @ back of curb: Type 7 (LED), including 1 street luminaire and duplex receptacles, BUT excluding pedestrian luminaires, banner arms, flower basket holders, or irrigation.
 - Pedestrian lighting (to be installed between the sidewalk and bike path): Type 8 (LED), including 2 pedestrian luminaires (set perpendicular to the direction of travel) and duplex receptacles, BUT excluding banner arms, flower basket holders, and irrigation.
- *No. 3 Road*: East side of the street –
 - Pole colour: Grey
 - Roadway lighting @ back of curb: N/A.
 - Pedestrian lighting: Type 8 (LED), including 2 pedestrian luminaires, duplex receptacles, banner arms, flower basket holders, and irrigation.
- *Sea Island Way*: South side of the street –
 - Pole colour: Grey
 - Roadway lighting @ back of curb: As determined to the satisfaction of MOTI.
 - Pedestrian lighting (to be installed between the sidewalk and bike path): Type 8 (LED), including 2 pedestrian luminaires (set perpendicular to the direction of travel), BUT excluding duplex receptacles, banner arms, flower basket holders, and irrigation.

21.3. Parks SA* Requirements:

- a) The subject, multi-phase, mixed use development provides for a network of public parks and open spaces as generally illustrated in the Conceptual Parks Plan (**Schedule I**), including:
 - City-owned park (i.e. Neighbourhood Park and No. 3 Road Greenway), which will be:
 - Designed and constructed at the developer's sole cost via the City's standard SA* processes (secured via SA* Letter(s) of Credit); and
 - Phased as provided for via a covenant registered on title prior to rezoning adoption; and
 - Publicly-accessible open space secured for public use via statutory right-of-ways on private property (i.e. Neighbourhood Park Trail, Mid-Block Trail, and Sea Island Greenway), which will be:
 - Designed and constructed at the developer's sole cost via the City's standard Development Permit processes (secured via DP* Landscape Letter(s) of Credit); and
 - Phased to coincide with the design and construction of the private lots upon which the various public open space right-of-ways are registered.
- b) Prior to rezoning adoption, the developer is required to enter into a Servicing Agreement for the design and construction of the first phase of the 6,715 m² City-owned Neighbourhood Park located between No. 3 Road and the dedicated North-South Street, including a City-approved phasing and budget strategy, to the satisfaction of the Senior Manager, Parks, Director of Development, Director of Transportation, Director of Engineering, and Manager, Environmental Sustainability. The Neighbourhood Park, including this initial phase of park improvements, is generally illustrated in the Conceptual Parks Plan (**Schedule I**). In brief, the initial Neighbourhood Park improvements shall include, to the satisfaction of the City:
 - East portion (approximately 50%) - Permanent improvements across 3,326.4 m² of the park, including site preparation, raising the finished grade of the park to meet that of the dedicated North-

South Street, pedestrian paths and plaza areas, lighting, site furniture, play features, lawn, planting, trees, rain garden and/or alternate eco-amenity features, and related infrastructure and features.

NOTE: No DCC credits shall apply because the improvements shall be made to lands transferred to the City with respect to the Capstan Station Bonus and, thus, must be “suitably landscaped” at the sole cost of the developer as per the ZMU25 zone.

- West portion (approximately 50%) - Temporary improvements including grading and site preparation, a lawn for informal play, pathways, and related features and furnishings.

NOTE: No DCC credits shall apply because the required works are temporary and, thus, are not included in the City’s current DCC program.

- c) Street frontages are outside the scope of the park improvements and, therefore, are described under this document’s Transportation SA* Requirements.

NOTE: The street frontages must be designed and constructed in coordination with the park and, as determined to the satisfaction of the City, elements identified along those frontages under the Transportation SA* Requirements may be varied via the SA* detailed design processes to better achieve the inter-related objectives of the City’s parks, transportation, engineering, and related interests.

For Phase 1 (Lot 1), prior to a Development Permit* being forwarded to the Development Permit Panel for consideration, the developer is required to:

1. Legal Agreements on Title: Satisfy the terms of all legal agreements registered on title prior to rezoning adoption (RZ 12-610011) with respect to the Development Permit*, which shall include, but may not be limited to, the following:
 - 1.1. Affordable Housing: Submission of unit numbers, designs, unit mix and distribution, and related features, together with any required modifications or additions to legal agreements registered on title prior to rezoning adoption, to the satisfaction of the City.
 - 1.2. ARTS Units: Submission of unit numbers, designs, unit mix and distribution, and related features, together with any required modifications or additions to legal agreements registered on title prior to rezoning adoption, to the satisfaction of the City.
 - 1.3. Aircraft Noise Sensitive Uses: Submission of a report prepared by an appropriate registered professional, which demonstrates that the interior noise levels and thermal conditions comply with the City’s Official Community Plan (OCP) requirements for Aircraft Noise Sensitive Development.
 - 1.4. View Blockage, Canada Line, and Other Potential Development Impacts: Submission of a report prepared by an appropriate registered professional, which demonstrates that the interior noise levels and thermal conditions comply with the City’s Official Community Plan (OCP) requirements for Aircraft Noise Sensitive Development.
 - 1.5. Transitional Parking and TDM Measures: Submission of a design for the 250-space Public Parking facility on Lot 1, including required “car-share parking” facilities, together with any required modifications or additions to legal agreements registered on title prior to rezoning adoption, to the satisfaction of the City. Enter into a Servicing Agreement* (secured via a Letter of Credit) for temporary improvements along the No. 3 Road frontage of the Neighbourhood Park.
 - 1.6. Public Art: Submission of a detailed Public Art Plan, together with the registration of legal agreement(s), Letter(s) of Credits, and other measures facilitating its phased implementation, to the satisfaction of the City.
2. Additional Requirements: Discharge and registration of additional right-of-way(s) and/or legal agreement(s), as determined to the satisfaction of the Director of Development, Director of Transportation, Director of Engineering, and Senior Manager, Parks.

For Phase 1 (Lot 1), prior to Building Permit* issuance, the developer is required to complete various requirements, which include, but may not be limited to, the following:

1. Legal Agreements on Title: Satisfy the terms of all legal agreements registered on title prior to rezoning adoption (RZ 12-610011) and Development Permit* issuance with respect to the Building Permit*, which shall include, but may not be limited to, the following:
 - 1.1. Affordable Housing: Incorporation of the required amenity features in the Building Permit* drawings and specifications as determined via the rezoning (RZ 12-610011) and Development Permit* processes to the satisfaction of the City.
 - 1.2. ARTS Units: Incorporation of the required amenity features in the Building Permit* drawings and specifications as determined via the rezoning (RZ 12-610011) and Development Permit* processes to the satisfaction of the City.
 - 1.3. Aircraft Noise Sensitive Uses: Submission of a letter of assurance prepared by an appropriate registered professional, which confirms that noise mitigation and related measures identified via the Development Permit* approval processes have been incorporated satisfactorily in the Building Permit* drawings and specifications.
 - 1.4. View Blockage, Canada Line, and Other Potential Development Impacts: Submission of a letter of assurance prepared by an appropriate registered professional, which confirms that development impact mitigation and related measures identified via the Development Permit* approval processes have been incorporated satisfactorily in the Building Permit* drawings and specifications.
 - 1.5. Capstan Station Bonus: Submission of the voluntary developer contribution to the Capstan Station Reserve or as otherwise provided for in the Zoning Bylaw, as per the restrictive covenant(s) and/or legal agreement(s) registered on title and the Richmond Zoning Bylaw in effect at the date of Building Permit* issuance.
 - 1.6. District Energy Utility (DEU): Submission of an energy modelling report, demonstration that the building is designed with the capability to connect to and be serviced by a DEU, and registration of legal agreement(s) on title to facilitate DEU service.
2. Accessible Housing: Incorporation of accessibility measures in the Building Permit* drawings and specifications as determined via the rezoning (RZ 12-610011) and Development Permit* processes (e.g., Basic Universal Housing units, Aging in Place features).
3. Construction Traffic Management Plan: Submission of a Construction Parking and Traffic Management Plan to the Transportation Division. Management Plan shall include location for parking for services, deliveries, workers, loading, application for any lane closures, and proper construction traffic controls as per Traffic Control Manual for works on Roadways (by Ministry of Transportation) and MMCD Traffic Regulation Section 01570.
4. Construction Hoarding: Obtain a Building Permit* for any construction hoarding. If construction hoarding is required to temporarily occupy a public street, the air space above a public street, or any part thereof, additional City approvals and associated fees may be required as part of the Building Permit*. For additional information, contact the Building Approvals Division at 604-276-4285.

NOTE:

- * Items marked with an asterisk require a separate application.
- Where the Director of Development deems appropriate, the preceding agreements are to be drawn not only as personal covenants of the property owner but also as covenants pursuant to Section 219 of the Land Title Act.

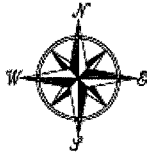
All agreements to be registered in the Land Title Office shall have priority over all such liens, charges and encumbrances as is considered advisable by the Director of Development. All agreements to be registered in the Land Title Office shall, unless the Director of Development determines otherwise, be fully registered in the Land Title Office prior to enactment of the appropriate bylaw.

The preceding agreements shall provide security to the City including indemnities, warranties, equitable/rent charges, letters of credit and withholding permits, as deemed necessary or advisable by the Director of Development. All agreements shall be in a form and content satisfactory to the Director of Development.
- Additional legal agreements, as determined via the subject development's Servicing Agreement(s) and/or Development Permit(s), and/or Building Permit(s) to the satisfaction of the Director of Engineering may be required including, but not limited to, site investigation, testing, monitoring, site preparation, de-watering, drilling, underpinning, anchoring, shoring, piling, pre-loading, ground densification or other activities that may result in settlement, displacement, subsidence, damage or nuisance to City and private utility infrastructure.
- Applicants for all City Permits are required to comply at all times with the conditions of the Provincial *Wildlife Act* and Federal *Migratory Birds Convention Act*, which contain prohibitions on the removal or disturbance of both birds and their nests. Issuance of Municipal permits does not give an individual authority to contravene these legislations. The City of Richmond recommends that where significant trees or vegetation exists on site, the services of a Qualified Environmental Professional (QEP) be secured to perform a survey and ensure that development activities are in compliance with all relevant legislation.

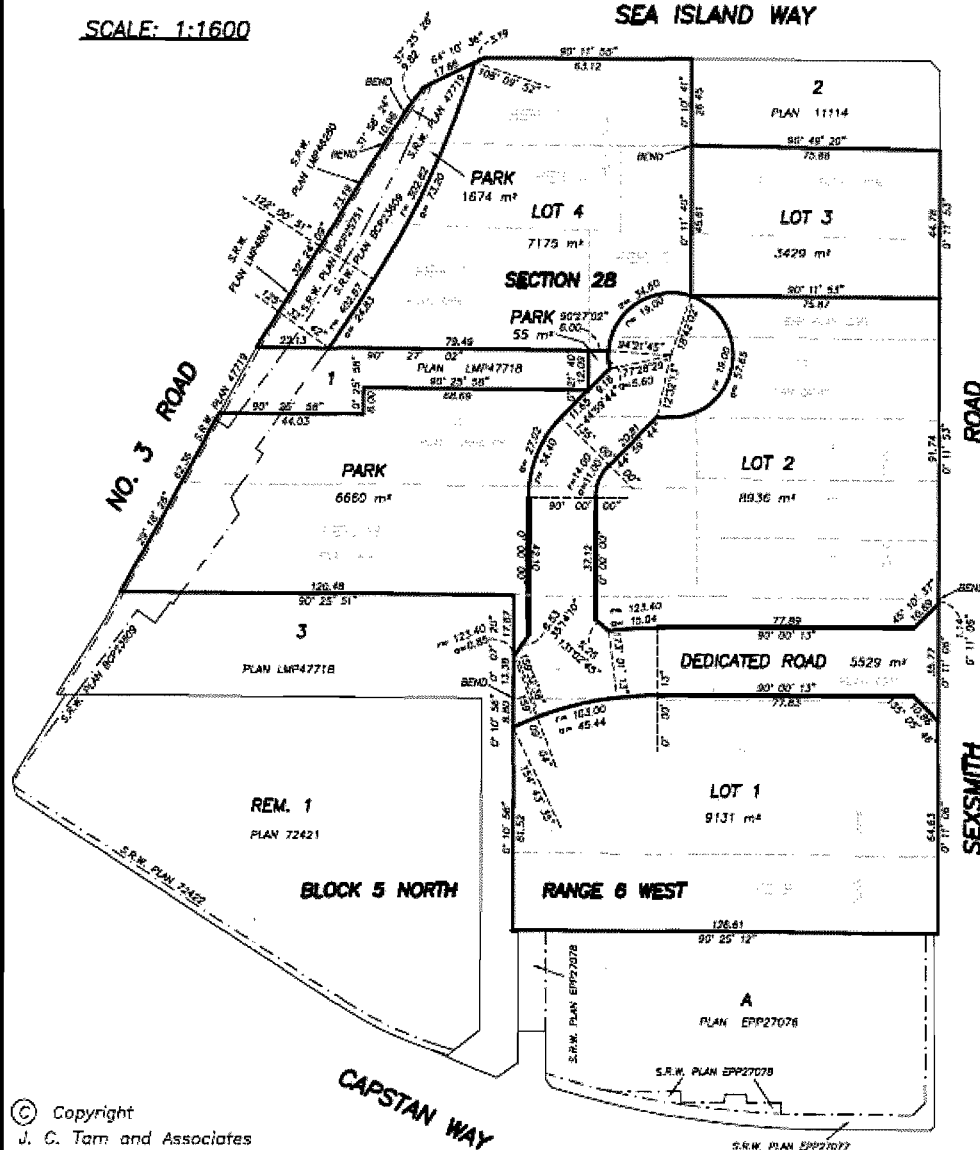
SIGNED COPY ON FILE

Signed_____
Date

**SKETCH PLAN OF PROPOSED SUDDIVISION OF PART OF
SECTION 28 BLOCK 5 NORTH RANGE 6 WEST
NEW WESTMINSTER DISTRICT**



SCALE: 1:1600



© Copyright
J. C. Tam and Associates
Canada and B.C. Land Surveyor
115 - 8833 Odlin Crescent
Richmond, B.C. V6X 3Z7
Telephone: 214-8928
Fax: 214-8929
E-mail: office@jctam.com
Job No. 4270
Drawn By: KA

TOTAL PARK AREA= 8389 m²
TOTAL ROAD DEDICATION= 5529 m²

DWG No. 4270-2014-PRO-SUB-SKETCH

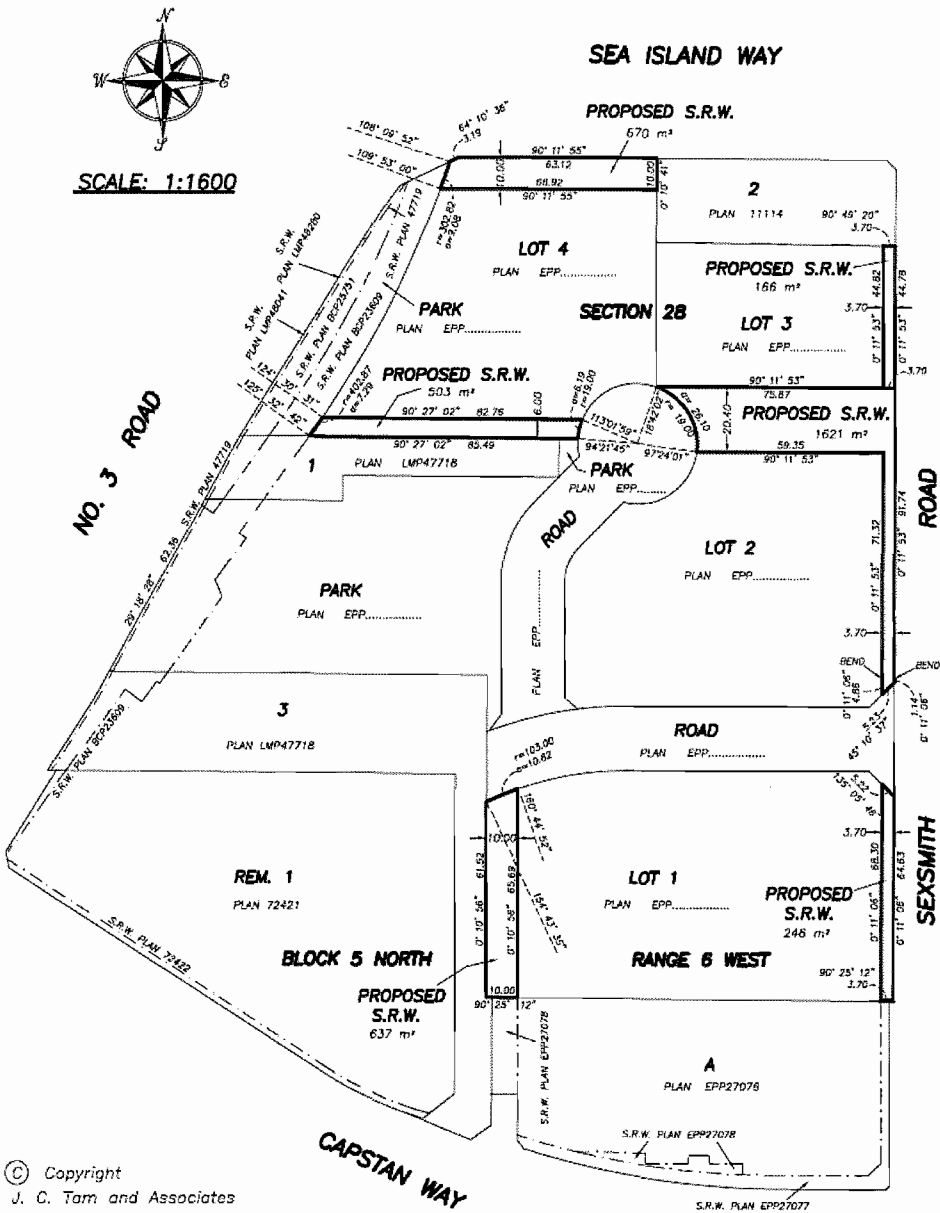
MARCH 18th, 2014.

PLN - 176

Initial: _____

SCHEDULE B
Preliminary Statutory Right-of-Way Plan

**SKETCH PLAN OF PROPOSED STATUTORY RIGHT OF WAY
OVER PARTS OF LOTS 1, 2, 3 AND 4 ALL OF
SECTION 28 BLOCK 5 NORTH RANGE 6 WEST
NEW WESTMINSTER DISTRICT PLAN EPP**



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Canada and B.C. Land Surveyor
115 - 8833 Odlin Crescent
Richmond, B.C. V6X 3Z7
Telephone: 214-8928
Fax: 214-8929
E-mail: office@jctam.com
Job No. 4270
Drawn By: KA

BOOK OF REFERENCE	
LOT 1	Area = 883 m ²
LOT 2	Area = 1621 m ²
LOT 3	Area = 166 m ²
LOT 4	Area = 1173 m ²

DWG No. 4270-2014-PRO-SRW-SKETCH

MARCH 18th, 2014.

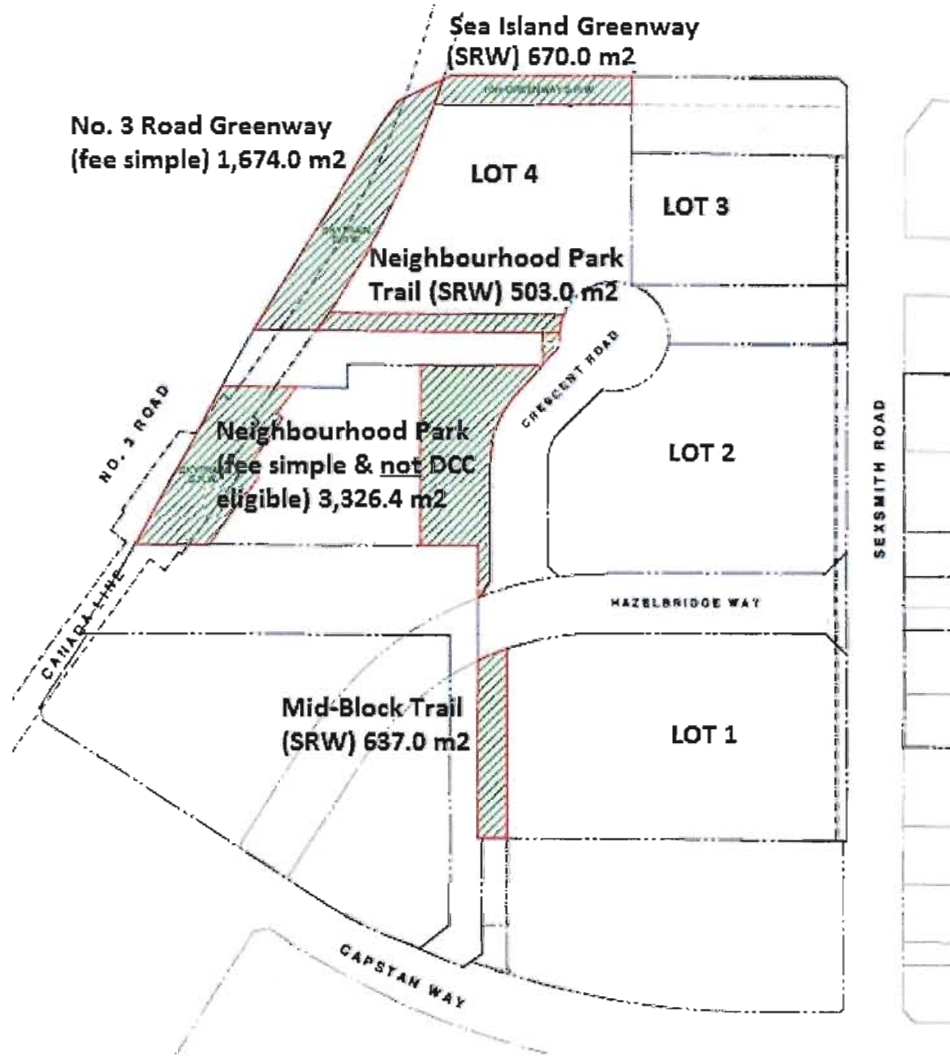
NOTE: The size and configuration of the **ARTS Terraces** right-of-way shall be determined to the satisfaction of the City via the Development Permit* review and approval processes for Lot 1.

PLN - 177

Initial: _____

SCHEDULE C

Capstan Station Bonus – Public Open Space (Fee Simple & SRW) Location Map



Capstan Station Bonus (CSB) Public Open Space Features**		CSB Voluntary Public Open Space Contribution***	
		Fee Simple	SRW
A.	Neighbourhood Park (excluding DCC park)	3,326.4 m ²	nil
B.	No. 3 Road Greenway	1,674.0 m ²	nil
C.	Sea Island Greenway (Lot 4 SRW)	nil	670.0 m ²
D.	Neighbourhood Park Trail (Lot 4 SRW)	nil	503.0 m ²
E.	Mid-Block Trail (Lot 1 SRW)	nil	637.0 m ²
Sub-Total		5,000.4 m ²	1,810.0 m ²
TOTAL		6,810.4 m ² (1.683 ac)	

** CSB public open space features are NOT eligible for Development Cost Charge (DCC) credits for park acquisition or park development; however, as per the ZMU25 zone, the developer may use the area of CSB public open space features for density calculation purposes.

*** The developer must provide public open space in compliance with the provisions of the ZMU25 zone. If the combined total number of dwellings on Lots 1, 2, 3, and 4 exceeds 1,186, additional public open space shall be required. (No adjustment shall be made if the combined total number of dwellings is less than 1,186.)

PLN - 178

Initial: _____



**City of
Richmond**

Supplementary Development Permit Requirements

Community Services Department
6911 No. 3 Road, Richmond, BC V6Y 2C1

Prepared by City of Richmond January 16, 2013

RZ 12-610011

Pinnacle International (Richmond) Plaza Inc.

ARTS Units: Outline Specifications and Design Guidelines

Division 6 Woods and Plastics

Architectural Woodwork

- Cabinets – robust durable materials, heavy duty hardware
- Countertop – stain resistant, highly durable, resilient (consider Low VOC Materials LEED Credit 4.4)
- Door Frames – durable materials, resilient to impact of large, heavy materials and equipment
- Screens, Blinds and Shutter - solar control - provide light coloured sunlight rollers/shading with percentage of transparency dependent on orientation.

Division 7 Thermal and Moisture Protection

Building envelope

- The building envelope to meet the requirements of ASHRAE 90.1 2007 prescriptive requirements and in addition all glazing values must meet the minimum requirements, below, or approved equivalent.

Division 8 Doors and Windows

Entrances and Storefronts

- Commercial grade
- Direct access from interior double height spaces to outdoor space via over-height and double-width doors.

Windows

- Consistent with LEED Credits 8.1 and 8.2

Hardware

- Commercial grade locks and door sets

Glazing

- Tempered or laminated glass in Work Areas, as required by code
- Overall glazing u-value including frame to be less than: 0.4 Btu/hr-sq.ft-F
- Solar heat gain factor SHGF of 0.40
- Visible Light Transmittance of not less than 75.0

Division 9 Finishes

General

- General Material criteria: high impact resistance, traffic resistance, stain resistance and exceptional longevity.

- Maintenance Criteria: requires only simple cleaning processes (e.g. soap & water), surface finish easily made good (e.g. Hi-Traffic Acrylic Floor Finish mopped on); hi volume use with minimal impact.
- Repair Criteria: requires only basic interventions (e.g. one person with mortar patching/grinding equipment) to repair cracking, gouging, or other forms of more severe/accidental wear. Repairs contribute to the character of the material/finish; do not necessitate wholesale replacement or refinishing; and are cost effective to do.
- Replacement Criteria: easily stripped, prepped and re-installed with minimum of structural, substrate intervention and expeditious timeline to facilitate re-lease and minimal loss of income. Any replacement must be low-tech and cost effective.

Ceilings

- Smooth white paint finish on drywall or concrete

Flooring

- Sealed polished concrete in Work Studio Space and Living/Dining/Kitchen. (Concrete flooring with smooth trowel finishing, Class A finish per CSA A23.1 with spray concrete penetrating sealer).
- Low pile carpet in Bedroom (e.g. Berber)
- Resilient Flooring in Bathroom
- Low VOC Flooring (LEED Credit 4.3)

Wall Finishes

- Walls within work studio space to have plywood or sheet metal backing to a height of 10'-0" for attachment of equipment and shelving. Living/Dining/Kitchen walls to have plywood or sheet metal backing as required for fixtures and fittings.
- Provide column free space for the Work & Exhibition space. Columns in the Work & Exhibition space may be located along the perimeter of the rooms with consultation and agreement of the City of Richmond.
- Low VOC adhesives and sealants (LEED Credit 4.1)

Paints and Coatings

- Low VOC paints and coatings (LEED Credit 4.2)
- Museum white paint colour on walls throughout

Division 10 Specialties

Identification Devices

Directories – special directory for identification of artists in ARTS Units

Exterior signage – information about program and sponsorship of ARTS Units

Exterior display

- Provisions for the permanent or temporary display outdoors of a limited amount of artwork produced on the premises.

Division 12 Furnishings

Art – Public art to be integrated with unit exterior under Public Art Program agreements

Division 15 Mechanical

Plumbing Fixtures and Equipment

- Kitchen sink and the powder room sink to be commercial grade and equipped with grease interceptors (all sinks to be 16 gauge or lower)
- Provide one (1) tamper proof, non-freezing type of hose bib on the exterior of each pair of ARTS unit (9 in total).

- Plumbing should include rough-in only for easy installation of slop sinks in Work Area if needed.

Air Distribution

- Natural and mechanical ventilation (including, but not limited to, compliance with the City's Official Community Plan Aircraft Noise Sensitive Development policies for Area 3: Moderate Aircraft Noise Area).
- The base building is to provide fresh air and exhaust air systems, likely with multiple louvers around the perimeter walls (or provide other similar acceptable type of system).
- Provide operable windows (motorized if not accessible) for exterior facing spaces to provide additional ventilation.
- All spaces need to provide venting via the outside wall while providing a self-contained ventilation system in the ART unit.

Heating, Ventilating and Air Conditioning Equipment

- Provide central heating and cooling units that utilize good design practice to ensure appropriate acoustic performance. The areas are to have individually controlled HVAC systems for each room or group of similar rooms with the capability of being controlled, consistent with LEED Credits 6.2, and 7.1.
- Each Arts Unit shall be metered separately for electricity.
- There will be one gas meter for the 17 ARTS Units.

Division 16 Electrical

- Electrical flexibility (including flexible lighting options in the double height space) consistent with LEED Credit 6.1.
- Units wired for communication/high speed data/cable.
- Provide adequate electrical service for the intended uses. CDP distribution panel to be located within the Electrical Room. The location of the panel to be coordinated with the layout of the City space, specifically within the City's electrical room. This distribution panel is intended to accommodate all of the requirements of the ARTS Unit.
- The Base Building shall provide emergency power service as required by code.

Early Childhood Development Hub Terms of Reference

RZ 12-610011

For Pinnacle International (Richmond) Plaza Inc - Prepared by City of Richmond, March 14, 2014

1. Intent

The Early Childhood Development Hub facility must:

- a) Have a total indoor floor area equivalent to 5% of the proposed Village Centre Bonus (VCB) floor area or as otherwise determined to the satisfaction of the City;
- b) Provide both space for licensed child care programs, and early childhood and family support programs ;
- c) Provide a space for children between the ages of birth and 12 years old (Note that the age range may be adjusted as determined through consultation with the City and operator);
- d) Provide space for families and children utilizing the early childhood and family support programs;
- e) Satisfy the minimum recommended sizes of the Vancouver Coastal Health Design Resource for Child Care Facilities for the child care component of the facility (or the applicable City policy in effect at the time the facility is to be developed);
- f) Be capable of being licensed by Community Care Facilities and/or other relevant licensing policies and/or bodies at the time of the facility's construction and in accordance with applicable Provincial Child Care Regulations;
- g) On an ongoing basis, be both functioning and fully operational, to the satisfaction of the City (see "Performance" under Development Processes/Considerations);
- h) Provide functional space to meet the City Centre Area Plan Village Centre objectives for non-residential uses such as a community hub for early childhood development where a continuum of services can be provided; and
- i) Be designed, developed and operated within the spirit of the City's Child Care Development Policy (#4017) which states that:
 - The City of Richmond acknowledges that quality and affordable child care is an essential service in the community for residents, employers, and employees.
 - To address child care needs, the City will plan, partner and, as resources and budgets become available, support a range of quality, affordable child care facilities, spaces, programming, equipment, and support resources.
 - To develop City child care policies and guidelines, and use Council's powers and negotiations in the development approval process, to achieve child care targets and objectives.

2. Development Processes/Considerations

- a) Operator involvement –
 - The indoor floor plan and the outside play area for the child care facility and for the associated early childhood development and family support area should be developed in collaboration with the operator or its representative, as determined by the City.
 - An operator should be secured prior to the design process beginning.
 - To ensure the facility is satisfactory for a child care space and other ECD Hub programming and related purposes and will be a viable operation, the operator should have input into:
 - Space needs and design;
 - Operation and functioning of the facility;
 - Maintenance;
 - Fittings and finishes;
 - Equipment; and
 - Related considerations.
- b) Child Care Licensing Officer involvement – The application of the Provincial Child Care Regulations can vary based on the local Child Care Licensing Officer's interpretation of programs needs; it is therefore essential that the Licensing Officer be involved with the design and development of the facility from the outset.
- c) Performance – As a condition of Development Permit, to ensure the facility will, on an ongoing basis, be both functioning and operational to the satisfaction of the City, the developer will be required, in consultation with the City, operator, and other affected parties, to define a standard of performance and the measures necessary to safeguard that those standards will be achievable (e.g., responsibility for maintenance).

3. Facility Description

- a) General Considerations - As noted above (see Intent), the facility must satisfy all City of Richmond, licensing, and other applicable policies, guidelines, and bylaws as they apply at the time of development.

For reference purposes - The minimum space recommended for a child care facility allowing for up to 81 children of various ages (infants to 12 years of age), exclusive of space peripheral to the primary function of the facility, such as parking, elevators and stairs, etc.:

- Indoor activity space – 836 m² (9,000 ft²)
- Outdoor activity space – 855 m² (9,200 ft²)

Early Childhood Development and Family Support Programming requires:

- Indoor activity space – 465 m² (5,000 ft²)

It is important to note that the above sizes are subject to change based on a number of factors, including policy developments, changes in licensing requirements or the design guidelines, community needs, advice of the operator, and/or other considerations.

- b) Access - Safe, secure, and convenient access for children, staff, and parents is key to the viability of an ECD Hub. As the child care component will be located above the ground floor, special attention will be required to how the facility is accessed (e.g., by foot, by car, in an emergency), the distance travelled, convenience, and related considerations. Where determined necessary, the City may require that the facility is equipped with special features designed to address the challenges of locating a child care facility in a high-density, mixed-use development including, but not limited to:
- A dedicated, over-sized elevator capable of accommodating triple child strollers, large groups of people, and landscape materials (to be transported to the roof deck play area);
 - Parking and loading features required with respect to the ECD Hub entirely on-site and shall include, but may not be limited to, the following:
 - i. 16 parking spaces for the exclusive use of the ECD Hub for short-term parking purposes (e.g., drop-off/pick-up, program vehicle, activity/event parking) consolidated in one location on the building's ground floor with direct (indoor), universally-accessible access for pedestrians between the parkade and the "storefront space" (i.e. 1 standard space, 1 handicapped space, 7 pairs of "shared" handicapped spaces);
 - ii. 16 secured parking spaces consolidated in one location (including at least 1 handicapped space) for the exclusive use of the ECD Hub for long-term parking purposes (e.g., staff);
 - iii. "Class 2" bike storage for 12 bikes (including 6 bikes with attached bike trailers) co-located with the ECD Hub's short-term (ground floor) parking;
 - iv. "Class 1" bike storage in the form of a secure bike room for 10 bikes (equipped with a 120V duplex outlet for electric vehicle (EV) charging) co-located with the ECD Hub's long-term parking; and
 - v. 1 SU-9 loading space for the exclusive use of the ECD Hub, which space may be shared with other uses on-site if:
 - 1 additional parking space is co-located with the ECD Hub's short-term (ground floor) parking for the exclusive use of the ECD Hub for loading purposes for vans and smaller vehicles; and
 - Legal agreements are registered on title to secure adequate access in favour of the ECD Hub for shared use of on-site SU-9 loading spaces, to the satisfaction of the City, as determined via the Development Permit* design, review, and approval processes;
 - A dedicated garbage room in close proximity to the garbage collection area equipped with a mop sink, hose bib and floor drain; and
 - Private/secured entry from the fronting public street and private/secured entry from the parkade.
- c) Outdoor Space - The outdoor play space for the child care space must be:
- Provided with covered and open play areas;

- Fully equipped with play structures and other apparatus that meet the requirements of Licensing authorities and are to the satisfaction of the operator and City of Richmond;
 - Landscaped with a combination of hard and soft play surfaces, together with appropriate fencing and access (taking into account the challenges of locating a facility on a rooftop) to provide for a wide variety of activities including, but not limited to, the use of wheeled toys, ball play, and gardening;
 - Situated with good access to sunlight for at least three hours per day at winter solstice, two hours of which should occur during typical playtimes 9:30 a.m. to 11:30 a.m. or 1:30 p.m. to 4:00 p.m.
 - Located where it is protected from noise pollution (e.g., from traffic, transit, construction) and ensures good air quality (e.g., protect from vehicle exhaust, restaurant and other ventilation exhausts, noxious fumes);
 - Situated where it is immediately adjacent to and directly accessible (visually and physically) to the indoor child care space;
 - Safe and secure from interference by strangers and others;
 - Situated to avoid conflict with nearby uses (e.g., residential); and
 - If multiple age groups of children are to be accommodated within the space, demised with fencing and be tailored to meet the various developmental needs of the ages of children being served.
- d) Noise Mitigation – Special measures should be incorporated to minimize ambient noise levels both indoors and outdoors (e.g., incorporating a roof over part of the outdoor play space to help create an area of reduced aircraft noise, etc.).
- e) Height Above Grade – The facility is not to be located above the fourth floor of the project, except where this is determined to be to the satisfaction of the City.
- f) Natural light & ventilation – The facility's indoor spaces (with the exception of washrooms, storage, and service areas) must have operable, exterior windows offering attractive views (near or far) and reasonable privacy/overlook, as determined through Richmond's standard development review process.
- g) The associated early childhood development and family support space planned at grade should have an active presence on the street, e.g., support spaces should be placed away from the front windows and spaces such as a multi-purpose room, lounge and reception should be visible.

4. Level of Finish

The ECD Hub must be turnkey and ready for immediate occupancy upon completion (with the exception of loose furnishings, toys, and related items). This includes, but is not limited to, the following requirements:

- Finished floors installed (vinyl and/or carpet);
- Walls and ceiling painted;
- Window coverings installed (curtains or blinds);
- A commercial kitchen with fire suppression and servery kitchens fully fitted out, including major appliances (e.g., stove/ovens, refrigerators, microwaves) and cabinets;
- Washrooms fully fitted out, including sinks, toilets, and cabinets;
- Wired for cablevision, internet, phone, and security;
- Non-movable indoor cabinets, including cubbies;
- All outdoor landscaping, including all permanently mounted play equipment and furnishings;
- Operable, exterior windows; and
- Noise attenuation to the satisfaction of the City.

5. Tenure

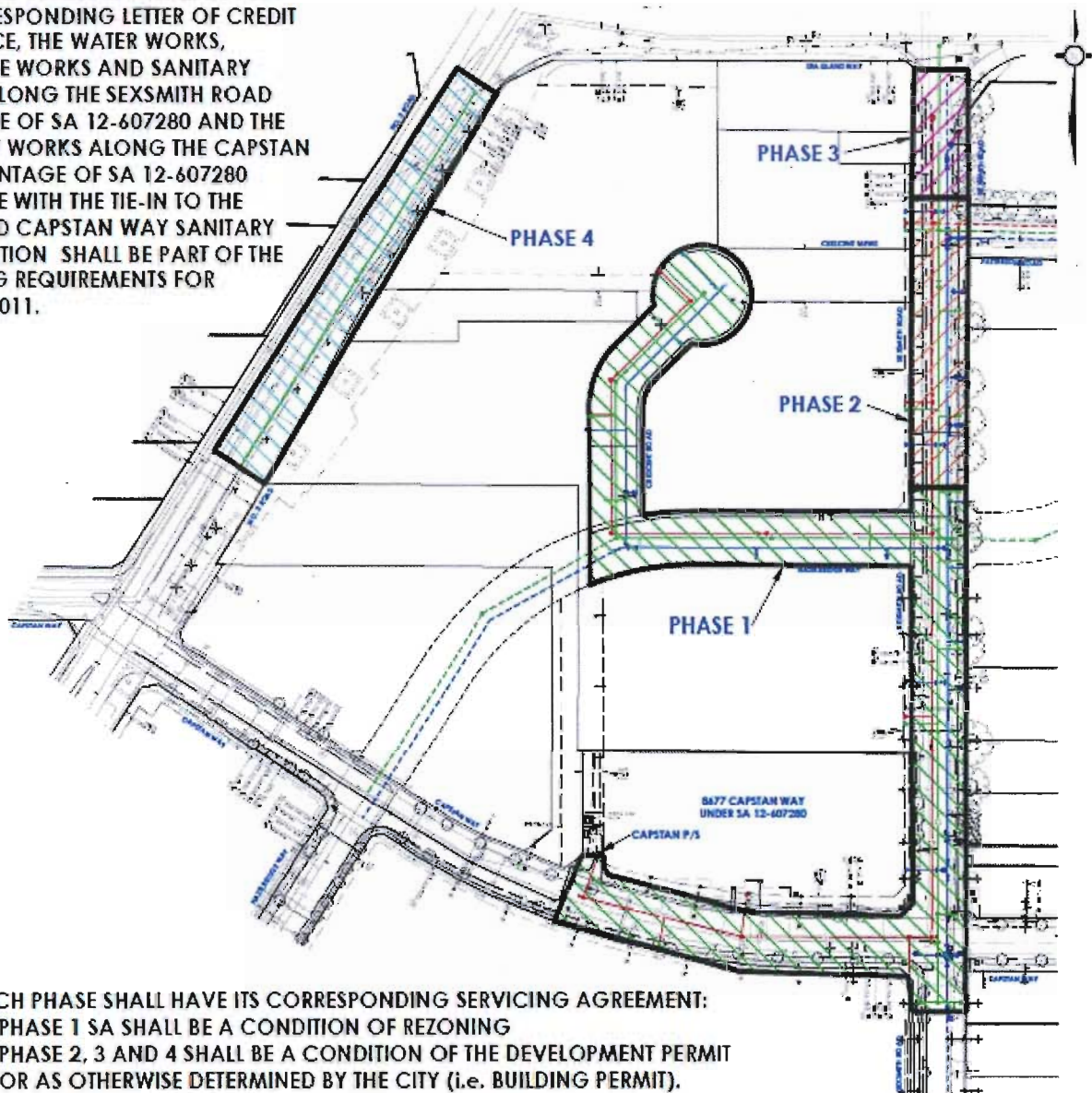
Parcel: Air space parcel
Ownership: Developer transfers ownership to the City

6. Legal

As a condition of completing the pending rezoning, legal documents will be required to secure the ECD Hub facility contribution, including a "no-development" covenant, an option to purchase, a Letter of Credit, and/or other measures as determined to the satisfaction of the City.

THE REQUIRED FRONTAGE IMPROVEMENTS ALONG SEA ISLAND WAY WILL IMPACT THE EXISTING DRAINAGE IN THE AREA. IT IS THE DEVELOPER'S RESPONSIBILITY TO DETERMINE THE ALTERATIONS AND UPGRADES REQUIRED TO ACCOMMODATE THE ROAD IMPROVEMENTS AND TO COORDINATE WITH MOTI.

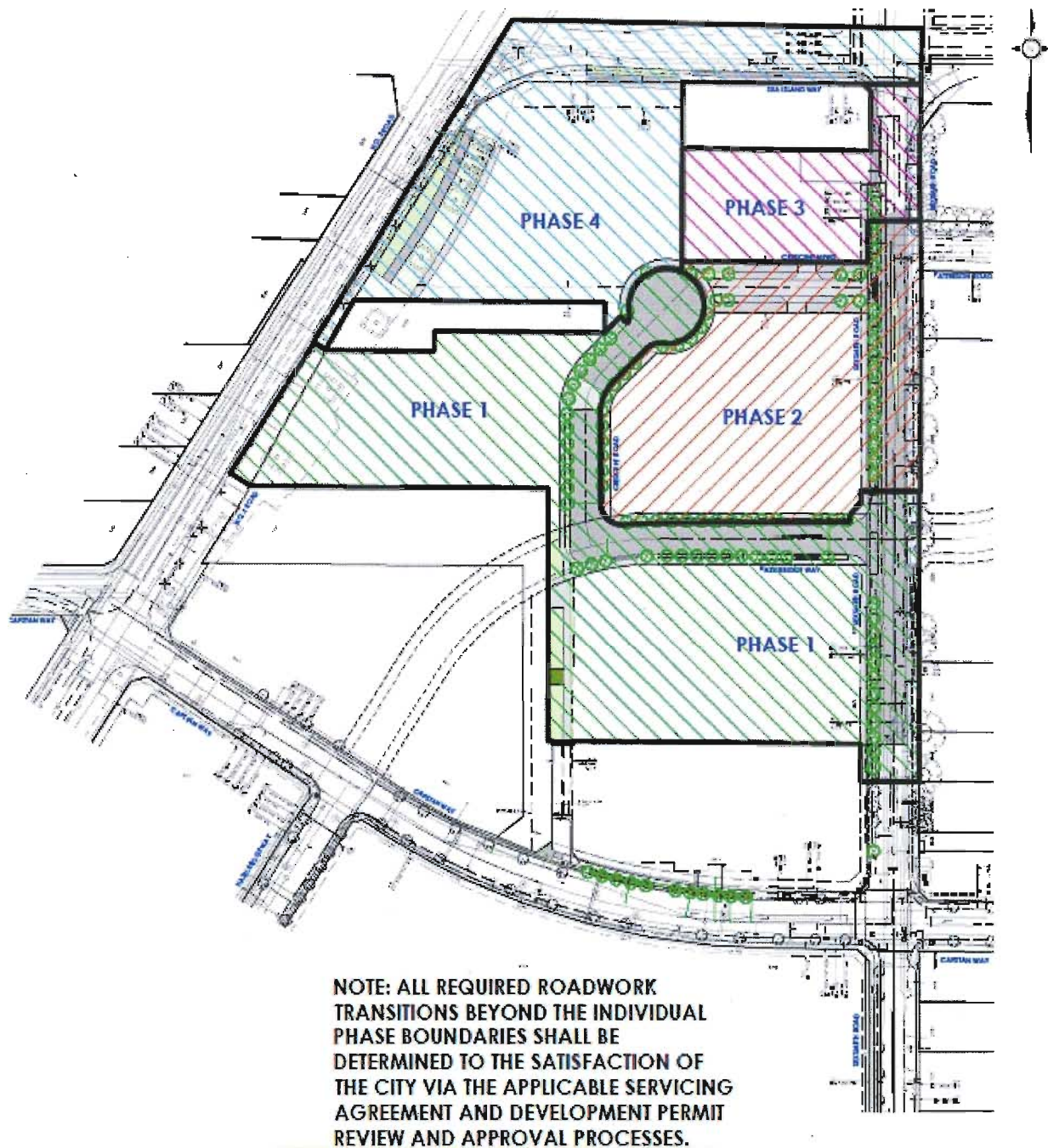
UNTIL SA 12-607280 IS FINALIZED AND ITS CORRESPONDING LETTER OF CREDIT IS IN PLACE, THE WATER WORKS, DRAINAGE WORKS AND SANITARY WORKS ALONG THE SEXSMITH ROAD FRONTAGE OF SA 12-607280 AND THE SANITARY WORKS ALONG THE CAPSTAN WAY FRONTAGE OF SA 12-607280 COMPLETE WITH THE TIE-IN TO THE PROPOSED CAPSTAN WAY SANITARY PUMP STATION SHALL BE PART OF THE REZONING REQUIREMENTS FOR RZ 12-610011.



1. EACH PHASE SHALL HAVE ITS CORRESPONDING SERVICING AGREEMENT:
 - a. PHASE 1 SA SHALL BE A CONDITION OF REZONING
 - b. PHASE 2, 3 AND 4 SHALL BE A CONDITION OF THE DEVELOPMENT PERMIT OR AS OTHERWISE DETERMINED BY THE CITY (i.e. BUILDING PERMIT).
2. ALL WATERWORKS SHALL BE CONSTRUCTED AS PART OF PHASE 1 SA

City of Richmond

SCHEDULE F
Phasing Key Plan - ROADS



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Initial: _____

SCHEDULE F
Phasing Key Plan - PARKS



- A** **Prior to rezoning adoption:** Servicing Agreement & Letter of Credit for Neighbourhood Park improvements, including 50% permanent works (east half) & 50% temporary works (west half)
- B** **Prior to Phase 1 Development Permit issuance:** DP design & Landscape Letter of Credit for the Mid-Block Trail SRW (i.e. extension of trail improvements initiated through RZ 10-544729)
- C** **Prior to Phase 4 Development Permit issuance:** DP design & Landscape Letter of Credit for the Neighbourhood Park Trail SRW & Sea Island Way Greenway SRW
- D** **Prior to Phase 4 Development Permit issuance:** Servicing Agreement & Letter of Credit for the No. 3 Road Greenway

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Initial: _____

SCHEDULE G
Phasing Summary Table

** Occupancy refers to final Building Permit (BP) inspection granting occupancy for the applicable phase in whole or in part, exclusive of parking.

Features & Amenities	Phased Voluntary Developer Contributions	Prior to Rezoning Adoption (RZ 12-610011)	Prior to Development Permit (DP) Issuance	Prior to Occupancy**
PHASE 1 – All features, amenities & voluntary developer contributions identified with respect to Phase 1 must be satisfied, as follows: NOTE: The developer shall be required to enter into Servicing Agreement #1 (secured via a Letter (s) of Credit) prior to rezoning adoption (RZ 12-610011).				
a. ARTS units	100% (turnkey level of finish)	Legal agreement on title	City-approved DP design	Complete
b. Affordable housing	Lot 1 – 100% (turnkey level of finish)	Legal agreement on title	City-approved DP design	Complete
c. Residential amenity space	Lot 1 – 100% of indoor & outdoor space	Legal agreement on title	City-approved DP design	Complete
d. Neighbourhood Park (CCAP park/City-owned)	Temporary improvements (i.e. relocation of temporary field secured via RZ 10-544729) will be designed & constructed within roughly 50% of the Neighbourhood Park. (Non-DCC item)	Servicing Agreement #1 & Letter of Credit	n/a	Complete
e. Neighbourhood Park (Capstan Station Bonus park space/City-owned)	100% of the additional City-owned park space forming roughly 50% of the Neighbourhood Park will be designed & constructed	Servicing Agreement #1 & Letter of Credit	n/a	Complete
f. Mid-Block Trail (SRW)	100%	Legal agreement on title	City-approved DP design & DP landscape Letter of Credit	Complete
g. MOTI improvements	All applicable MOTI requirements, as determined to the City's satisfaction	City-approved functional road design, Servicing Agreement #1 & Letter of Credit	n/a	Complete
h. Sexsmith Road (City-owned) & Sexsmith sidewalk widening (SRW)	Capstan Way to north side of Hazelbridge Way & transitions	City-approved functional road design, Servicing Agreement #1 & Letter of Credit	n/a	Complete
i. Hazelbridge Way (City-owned)	100%, except traffic island & north sidewalk & boulevard	City-approved functional road design, Servicing Agreement #1 & Letter of Credit	n/a	Complete
j. North-South Street (City-owned)	100%, except sidewalk & boulevard along the east side & at the bulb	City-approved functional road design, Servicing Agreement #1 & Letter of Credit	n/a	Complete
k. Traffic signals	Upgrade @ Sexsmith Road & Hazelbridge Way	City-approved functional road design, Servicing Agreement #1 & Letter of Credit	n/a	Complete

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Initial: _____

Features & Amenities	Phased Voluntary Developer Contributions	Prior to Rezoning Adoption (RZ 12-610011)	Prior to Development Permit (DP) Issuance	Prior to Occupancy**
l. Transitional parking & TDM measures	Pre-ducting for EV charging stations along the Neighbourhood Park frontage of the North-South Street	City-approved design, Servicing Agreement #1 & Letter of Credit	n/a	Complete
m. Transitional parking & TDM measures	Temporary frontage improvements along No. 3 Road frontage of the Neighbourhood Park (& cash-in-lieu contribution for the future installation of ultimate frontage improvements to the City's satisfaction)	City-approved functional road design, Servicing Agreement #1 & Letter of Credit (& cash-in-lieu contribution)	n/a	Complete
n. Transitional parking & TDM measures	Construction of a Public Parking facility containing 250 parking spaces, together with provisions for interim residential use	Legal agreement on title	Legal agreement & City-approved DP design for Phase 1	Complete
o. Transitional parking & TDM measures	Parking for 6 car share vehicles & EV charging stations, to be located with the Public Parking facility (above)	Legal agreement on title	Legal agreement & City-approved DP design for Phase 1 & Letter(s) of Credit	Complete
p. On-site parking, bike storage & EV charging	Compliance with current OCP & Zoning Bylaw requirements	Legal agreement on title	City-approved DP design & legal agreements (as determined to the City's satisfaction)	Complete
q. Cross Access	Comprehensive parkade development facilitating vehicle & pedestrian circulation for Lot 1 & 8677 Capstan Way (as per RZ 10-544729)	Legal agreement on title	City-approved DP design & legal agreement (& security, as determined by the City)	Complete
r. District Energy Utility	DEU-ready design & construction	Legal agreement on title	City-approved DP design	Complete
s. Engineering	As per Phasing Key Plan – Engineering, generally including: - Water: 100% (No phasing permitted) - Storm: Cul-de-sac to Capstan Way - Sanitary: Cul-de-sac to Capstan pump station	Servicing Agreement #1 & Letter of Credit	n/a	Complete
t. Additional Engineering Requirements	Additional works arising through Development Permit, Servicing Agreement & Building Permit processes for Lot 1	Legal agreement on title	To be determined to the City's satisfaction. May include Servicing Agreement, Letter of Credit &/or other requirements.	Complete
u. Public art	Lot 1 – 100% of developer requirements for the City-approved Public Art Plan with respect to Lot 1	Legal agreement on title	Detailed Public Art Plan, Letter of Credit or cash &/or legal agreements, as applicable by phase	Complete

Features & Amenities	Phased Voluntary Developer Contributions	Prior to Rezoning Adoption (RZ 12-610011)	Prior to Development Permit (DP) Issuance	Prior to Occupancy**
PHASE 2 – All features, amenities & voluntary developer contributions identified with respect to Phase 1 must be satisfied, together with the following: NOTE: The developer shall be required to enter into Servicing Agreement #2 (secured via a Letter (s) of Credit) prior to Development Permit issuance for Phase 2 (Lot 2) or as otherwise determined at the sole discretion of the City (e.g., Building Permit issuance for Phase 2 / Lot 2).				
a. ECD Hub	100% (turnkey level of finish)	Legal agreement on title	City-approved DP design	Complete
b. Affordable housing	Lot 2 – 100% (turnkey level of finish)	Legal agreement on title	City-approved DP design	Complete
c. Residential amenity space	Lot 2 – 100% of indoor & outdoor space	Legal agreement on title	City-approved DP design	Complete
d. Neighbourhood Park (CCAP park/City-owned)	Park improvements, as determined to the satisfaction of the City, the construction cost of which to the developer shall not exceed the development's DCCs (for park construction) payable for Lot 2. (DCC-eligible item.)	Legal agreement on title	To be determined to the City's satisfaction. May include public consultation processes, Servicing Agreement #2 & Letter of Credit	Complete
e. MOTI improvements	All applicable MOTI requirements, as determined to the City's satisfaction	City-approved functional road design & legal agreement on title	Servicing Agreement #2 & Letter of Credit	Complete
f. Sexsmith Road (City) & Sexsmith sidewalk widening (SRW)	Hazelbridge Way to north side of Patterson Road & transitions	City-approved functional road design & legal agreement on title	Servicing Agreement #2 & Letter of Credit	Complete
g. Hazelbridge Way (City-owned)	Lot 2 frontage improvements (e.g., sidewalk & boulevard)	City-approved functional road design & legal agreement on title	Servicing Agreement #2 & Letter of Credit	Complete
h. North-South Street (City-owned)	Lot 2 frontage improvements (e.g., sidewalk & boulevard)	City-approved functional road design & legal agreement on title	Servicing Agreement #2 & Letter of Credit	Complete
i. Private Road (SRW)	Lot 2 multi-modal connection between Sexsmith Road & the North-South Street	City-approved functional road design & legal agreement on title	City-approved DP design & DP landscape Letter of Credit	Complete
j. Transitional parking & TDM measures	Interim use of the Public Parking facility constructed in Phase 1 for, in part, residential use	Legal agreement on title	Legal agreement & City-approved DP design for Phase 2	Complete
k. On-site parking, bike storage & EV charging	Compliance with current OCP & Zoning Bylaw requirements	Legal agreement on title	City-approved DP design & legal agreements (as determined to the City's satisfaction)	Complete
l. Cross Access	Comprehensive parkade development facilitating vehicle & pedestrian circulation for Lots 2, 3 & 4	Legal agreement on title	City-approved DP design & legal agreement (& security, as determined by the City)	Complete
m. District Energy Utility	DEU-ready design & construction	Legal agreement on title	City-approved DP design	Complete

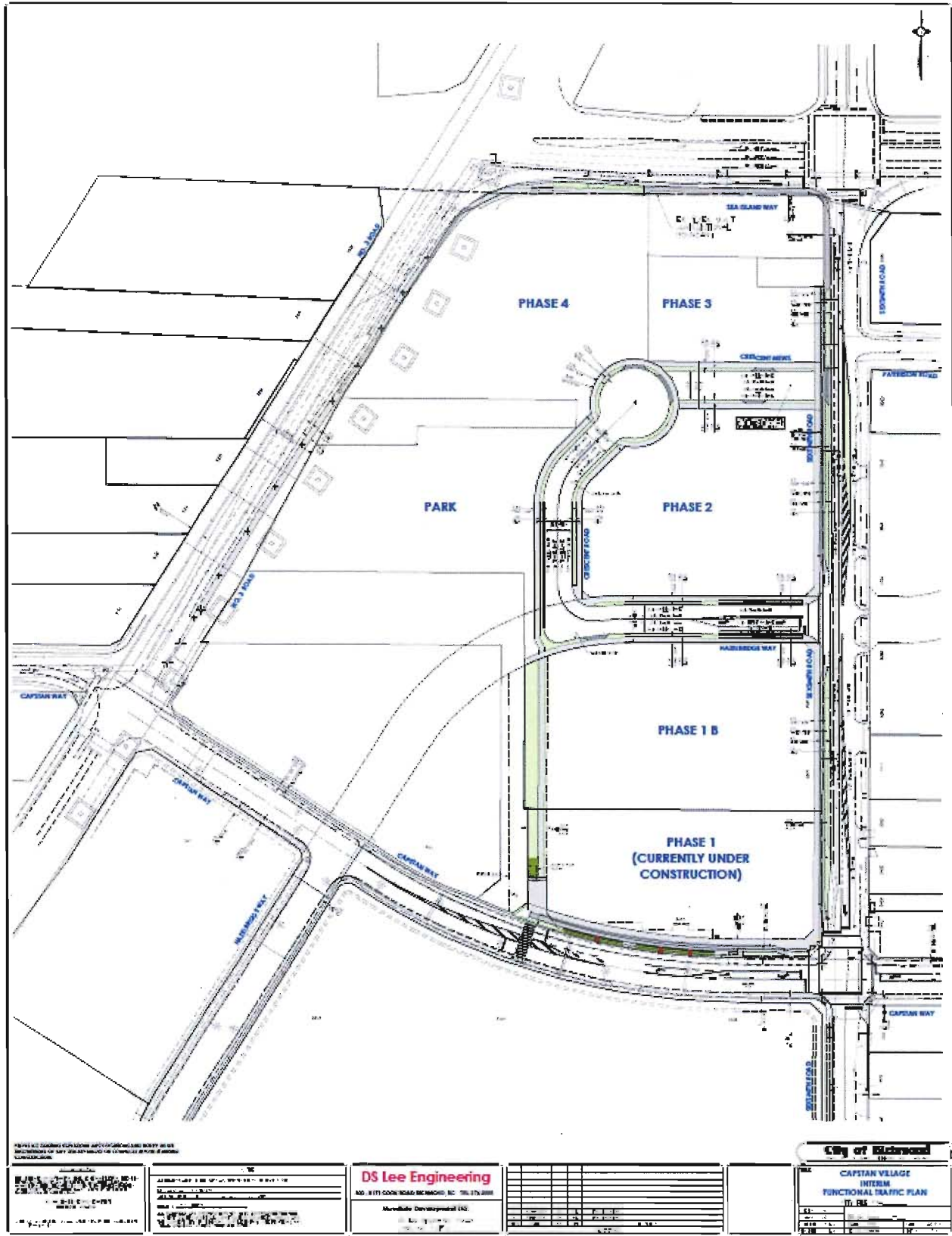
Features & Amenities		Phased Voluntary Developer Contributions	Prior to Rezoning Adoption (RZ 12-610011)	Prior to Development Permit (DP) Issuance	Prior to Occupancy**
n.	Engineering	As per Phasing Key Plan – Engineering	Legal agreement on title	Servicing Agreement #2 & Letter of Credit	Complete
o.	Additional Engineering Requirements	Additional works arising through Development Permit, Servicing Agreement & Building Permit processes for Lot 2	Legal agreement on title	To be determined to the City's satisfaction. May include Servicing Agreement #2, Letter of Credit &/or other requirements.	Complete
p.	Public art	Lot 2 – 100% of developer requirements for the City-approved Public Art Plan with respect to Lot 2	Legal agreement on title	Detailed Public Art Plan, Letter of Credit or cash &/or legal agreements, as applicable by phase	Complete
PHASE 3 – All features, amenities & voluntary developer contributions identified with respect to Phases 1 & 2 must be satisfied, together with the following: NOTE: The developer shall be required to enter into Servicing Agreement #3 (secured via a Letter (s) of Credit) prior to Development Permit issuance for Phase 3 (Lot 3) or as otherwise determined at the sole discretion of the City (e.g., Building Permit issuance for Phase 3 / Lot 3). NOTE: If Phase 4 proceeds ahead of Phase 3 (as per the terms of the phasing covenant registered on title prior to rezoning adoption), at the sole determination of the City, prior to Development Permit issuance and/or occupancy for Phase 4, various features, amenities & voluntary developer contributions identified with respect to Phase 3 including, but not limited to, various things identified with respect to Servicing Agreement #3, may be required to be undertaken in addition to those identified for Phase 4.					
a.	3131 Sexsmith Road (orphaned lot)	Development Permit issuance is restricted for Lot 3, in whole or in part, until development is coordinated with 3131 Sexsmith Road to the City's satisfaction	Legal agreement on title	To be determined to the City's satisfaction prior to DP issuance. May include legal agreement(s), security &/or other measures, as determined to the City's satisfaction.	Complete
b.	Affordable housing	Lot 3 – 100% (turnkey level of finish)	Legal agreement on title	City-approved DP design	Complete
c.	Residential amenity space	Lot 3 – 100% of indoor & outdoor space (to be shared with Lot 4)	Legal agreement on title (including shared use by Lot 4 residents)	City-approved DP design	Complete
d.	Neighbourhood Park (CCAP park/City-owned)	Park improvements, as determined to the satisfaction of the City, the construction cost of which to the developer shall not exceed the development's DCCs (for park construction) payable for Lot 3. (DCC-eligible item.)	Legal agreement on title	To be determined to the City's satisfaction. May include public consultation processes, Servicing Agreement #3 & Letter of Credit	Complete
e.	MOTI improvements	All applicable MOTI requirements, as determined to the City's satisfaction	City-approved functional road design & legal agreement on title	Servicing Agreement #3 & Letter of Credit	Complete
f.	Sexsmith Road (City-owned) & Sexsmith sidewalk widening (SRW)	North of Patterson Road	City-approved functional road design & legal agreement on title	Servicing Agreement #3 & Letter of Credit	Complete

Features & Amenities	Phased Voluntary Developer Contributions	Prior to Rezoning Adoption (RZ 12-610011)	Prior to Development Permit (DP) Issuance	Prior to Occupancy**
g. Transitional parking & TDM measures	Interim use of the Public Parking facility constructed in Phase 1 for, in part, residential use	Legal agreement on title	Legal agreement & City-approved DP design for Phase 3	Complete
h. On-site parking, bike storage & EV charging	Compliance with current OCP & Zoning Bylaw requirements	Legal agreement on title	City-approved DP design & legal agreements (as determined to the City's satisfaction)	Complete
i. Cross Access	Comprehensive parkade development facilitating vehicle & pedestrian circulation for Lots 2, 3 & 4	Legal agreement on title	City-approved DP design & legal agreement (& security, as determined by the City)	Complete
j. District Energy Utility	DEU-ready design & construction	Legal agreement on title	City-approved DP design	Complete
k. Engineering	As per Phasing Key Plan – Engineering	Legal agreement on title	Servicing Agreement #3 & Letter of Credit	Complete
l. Additional Engineering Requirements	Additional works arising through Development Permit, Servicing Agreement & Building Permit processes for Lot 3	Legal agreement on title	To be determined to the City's satisfaction. May include Servicing Agreement #3, Letter of Credit &/or other requirements.	Complete
m. Public art	Lot 3 – 100% of developer requirements for the City-approved Public Art Plan with respect to Lot 3	Legal agreement on title	Detailed Public Art Plan, Letter of Credit or cash &/or legal agreements, as applicable by phase	Complete
PHASE 4 – All features, amenities & voluntary developer contributions identified with respect to Phase 1, 2 & 3 must be satisfied, together with the following: NOTE: The developer shall be required to enter into Servicing Agreement #4 (secured via a Letter (s) of Credit) prior to Development Permit issuance for Phase 4 (Lot 4) or as otherwise determined at the sole discretion of the City (e.g., Building Permit issuance for Phase 4 / Lot 4). NOTE: If Phase 4 proceeds ahead of Phase 3 (as per the terms of the phasing covenant registered on title prior to rezoning adoption), at the sole determination of the City, prior to Development Permit issuance and/or occupancy for Phase 4, various features, amenities & voluntary developer contributions identified with respect to Phase 3 including, but not limited to, various things identified with respect to Servicing Agreement #3, may be required to be undertaken in addition to those identified for Phase 4.				
a. Affordable housing	Lot 4 – 100% (turnkey level of finish)	Legal agreement on title	City-approved DP design	Complete
b. Residential amenity space	Lot 4 – 100% of indoor & outdoor space (to be shared with Lot 3)	Legal agreement on title (including shared use by Lot 3 residents)	City-approved DP design	Complete
c. Neighbourhood Park (CCAP park/City-owned)	Park improvements, as determined to the satisfaction of the City, the construction cost of which to the developer shall not exceed the development's DCCs (for park construction) payable for Lot 4. (DCC-eligible item.)	Legal agreement on title	To be determined to the City's satisfaction. May include public consultation processes, Servicing Agreement #4 & Letter of Credit	Complete
d. No. 3 Road Greenway (City-owned)	100% (Non-DCC item)	Legal agreement on title	City-approved design, Servicing Agreement #4 & Letter of Credit	Complete

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Features & Amenities	Phased Voluntary Developer Contributions	Prior to Rezoning Adoption (RZ 12-610011)	Prior to Development Permit (DP) Issuance	Prior to Occupancy**
e. Sea Island Greenway (SRW)	100%	Legal agreement on title	City-approved DP design & DP landscape Letter of Credit	Complete
f. Neighbourhood Park trail (SRW)	100%	Legal agreement on title	City-approved DP design & DP landscape Letter of Credit	Complete
g. MOTI improvements	All applicable MOTI requirements, as determined to the City's satisfaction	City-approved functional road design & legal agreement on title	Servicing Agreement #4 & Letter of Credit	Complete
h. North-South Street (City-owned)	Lot 4 frontage improvements (e.g., sidewalk & boulevard)	Legal agreement on title	Servicing Agreement #4 & Letter of Credit	Complete
i. Transitional parking & TDM measures	Frontage improvements along the No. 3 Road & Sea Island Way frontages of the City-owned No. 3 Road Greenway (park)	Legal agreement on title	City-approved design, Servicing Agreement #4 & Letter of Credit	Complete
j. Transitional parking & TDM measures	Use of the Public Parking facility constructed in Phase 1 for, in part, assigned non-residential use	Legal agreement on title	Legal agreement & City-approved DP design for Phase 4	Complete
k. On-site parking, bike storage & EV charging	Compliance with current OCP & Zoning Bylaw requirements	Legal agreement on title	City-approved DP design & legal agreements (as determined to the City's satisfaction)	Complete
l. Cross Access	Comprehensive parkade development facilitating vehicle & pedestrian circulation for Lots 2, 3 & 4	Legal agreement on title	City-approved DP design & legal agreement (& security, as determined by the City)	Complete
m. District Energy Utility	DEU-ready design & construction	Legal agreement on title	City-approved DP design	Complete
n. Engineering	As per Phasing Key Plan – Engineering	Legal agreement on title	Servicing Agreement #4 & Letter of Credit	Complete
o. Additional Engineering Requirements	Additional works arising through Development Permit, Servicing Agreement & Building Permit processes for Lot 4	Legal agreement on title	To be determined to the City's satisfaction. May include Servicing Agreement #4, Letter of Credit &/or other requirements.	Complete
p. Public art	Lot 4 – 100% of developer requirements for the City-approved Public Art Plan with respect to Lot 4	Legal agreement on title	Detailed Public Art Plan, Letter of Credit or cash &/or legal agreements, as applicable by phase	Complete

SCHEDULE H
Preliminary Functional Roads Plan - Interim

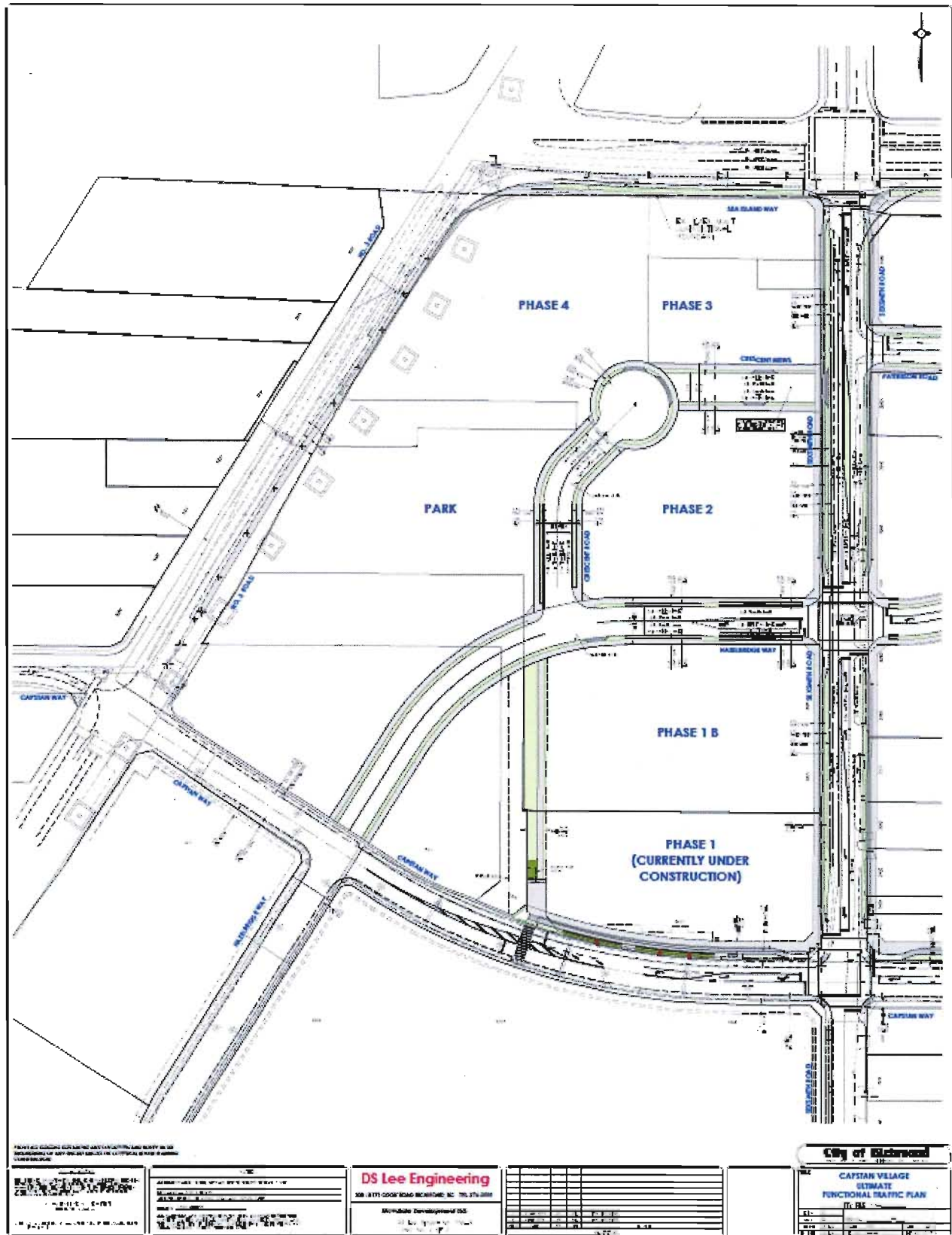


NOTE: The detailed design of the **Private Road** (right-of-way) shall be determined to the satisfaction of the City via the Development Permit* review and approval processes for Lot 2.

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SCHEDULE H
Preliminary Functional Roads Plan - Ultimate

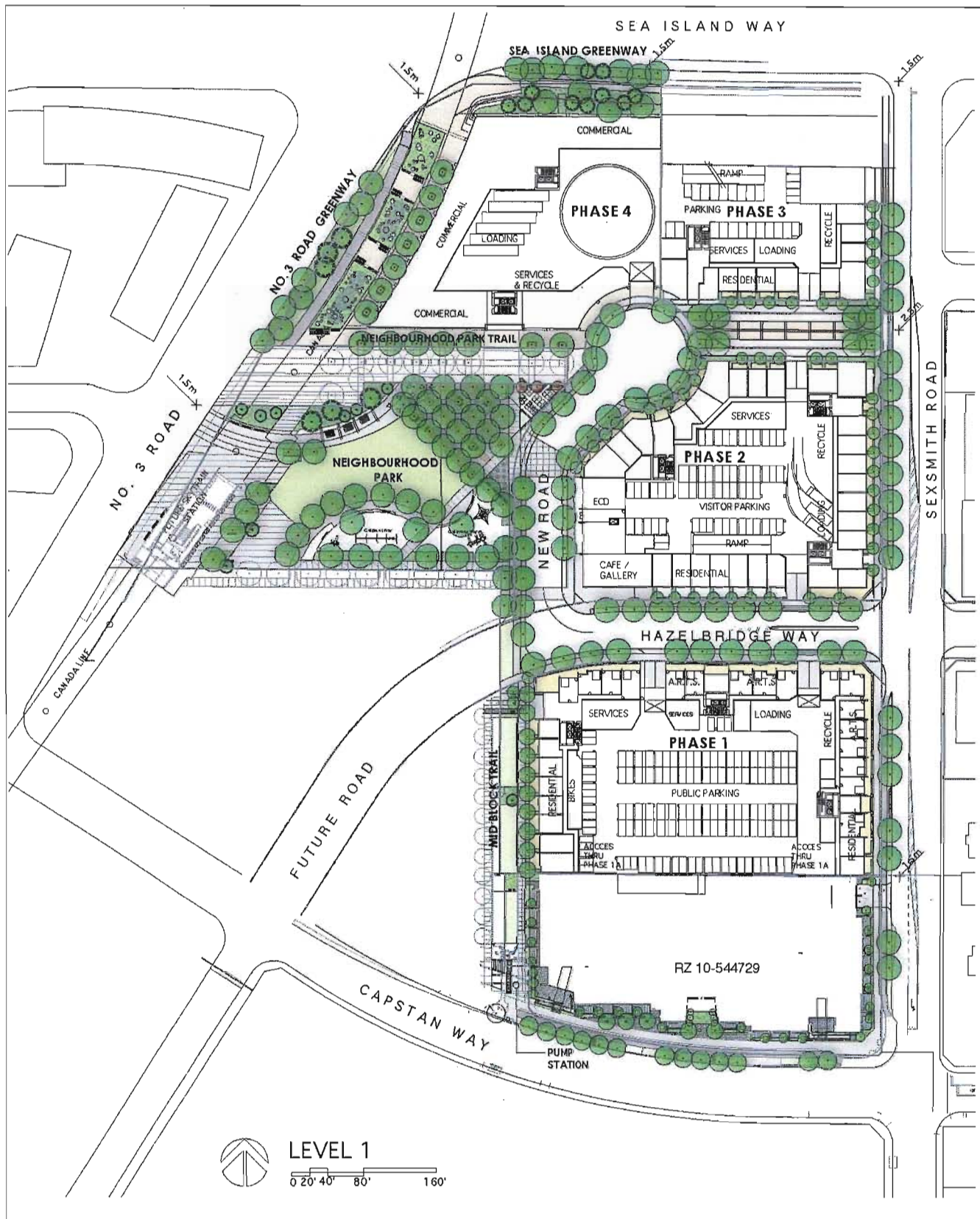


NOTE: The detailed design of the **Private Road** (right-of-way) shall be determined to the satisfaction of the City via the Development Permit* review and approval processes for Lot 2.

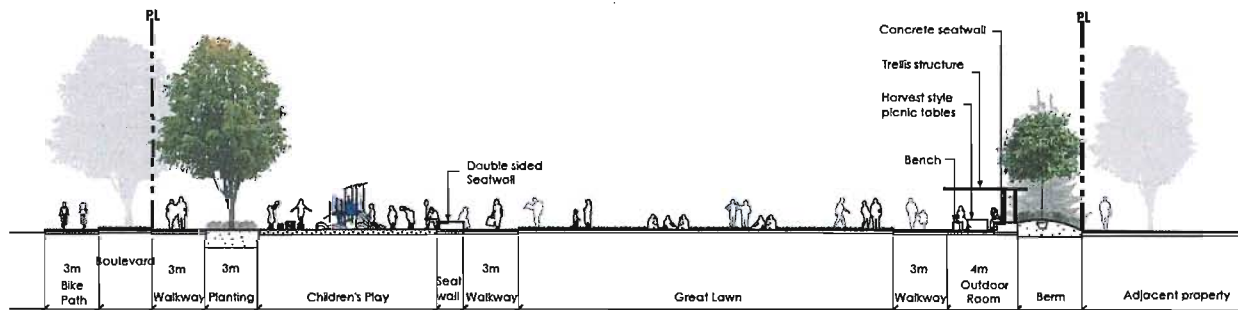
PLN - 195

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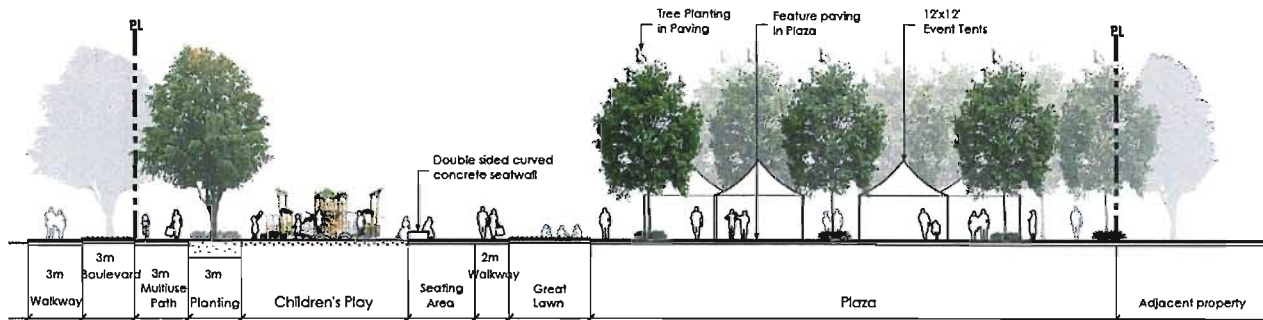
Conceptual Parks Plan (RZ 12-610011)



Conceptual Parks Plan (RZ 12-610011)



Neighbourhood Park - West Portion (looking west)



Neighbourhood Park - East Portion (looking west)

NEIGHBOURHOOD PARK - DETAILS

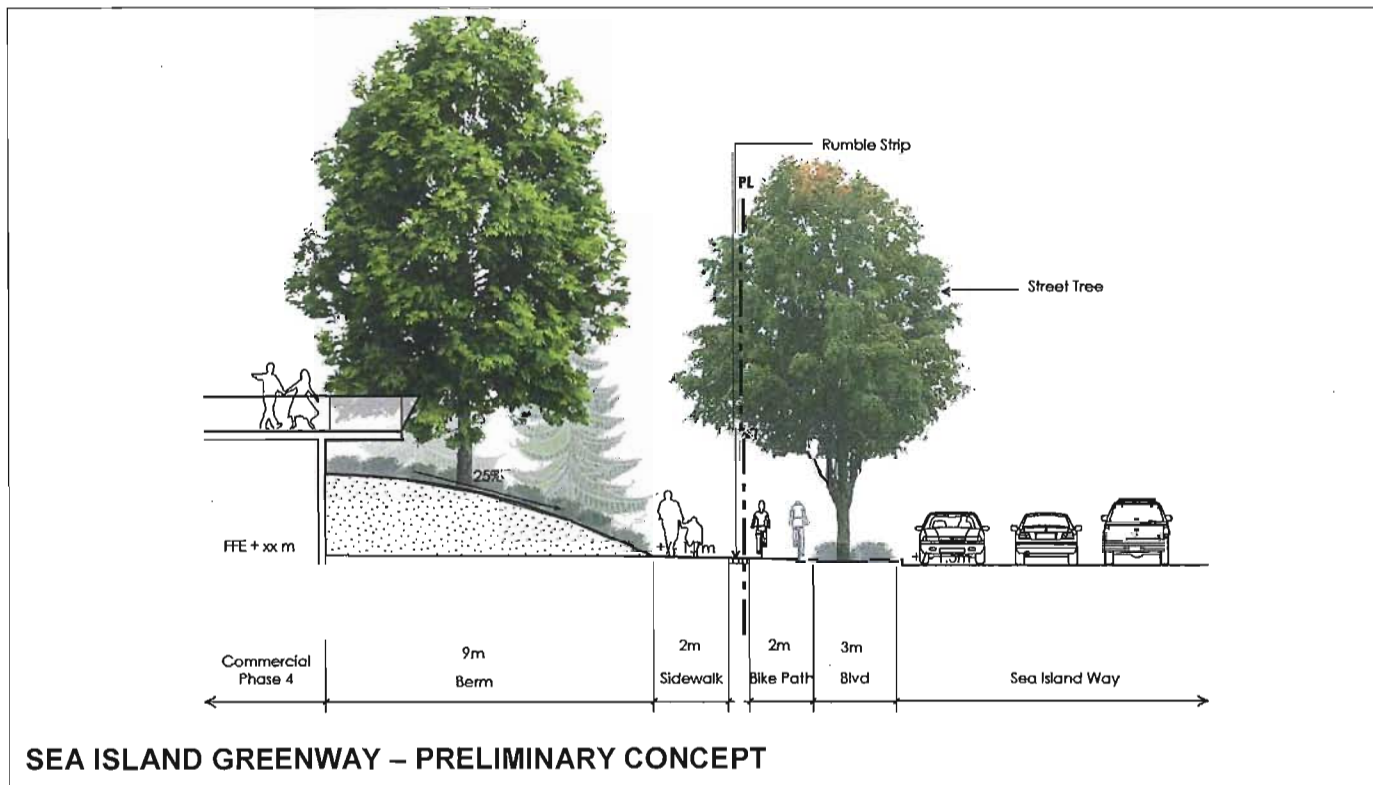
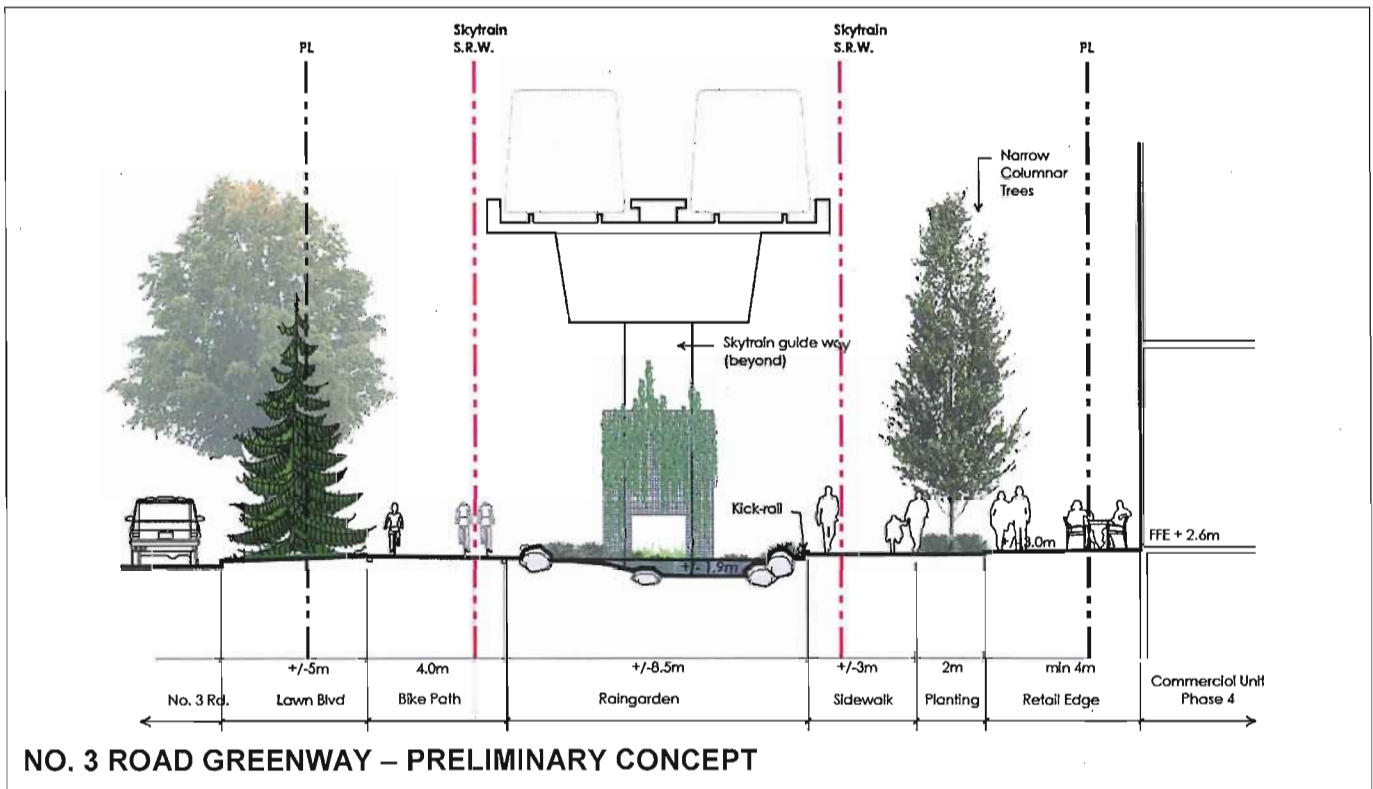
NEIGHBOURHOOD PARK

Highlights of the Conceptual Parks Plan for the Neighbourhood Park include:

1. **Urban Plazas/Squares:** Two hard surface spaces will form the backbone of an exciting, urban space. The main plaza, shaded with trees, will function as the common ground where neighbourhood residents can meet and socialize, enjoy the outdoors, and participate in a variety of programmed events. It will be constructed of high quality materials and built for durability and practicality. The second plaza area will be located at the southwest end of the park. Its association with the future Capstan Canada Line station and the anticipated retail and commercial uses of the future development site to the south will lead to a lively urban space, since pedestrian volumes in this area would be expected to be high.
2. **Lawn:** An open lawn space will be developed for informal play and sunning. It will be large enough so that it may host a range of outdoor activities, and its location between the two plaza spaces will extend the range of activities and events.
3. **Trees:** A mix of tree types will be planted to provide shade, colour, and seasonal interest.
4. **Landscape Features:** These will include earthworks, specimen trees, rain gardens and ornamental planting beds.
5. **Pedestrian Pathways:** A network of pathways and circulation routes will be developed to bring people in to, out from and through the park. This is especially important due to the park's position as at a crossroad linking the future Capstan Canada Line station with residences in the surrounding neighbourhood.
6. **Playground:** A range of traditional play equipment to those more informal and natural in materials and character will be provided for neighbourhood children. It will complement the services to be provided by a licensed child care centre that is included in the proposed development project.
7. **Site Furniture:** The park will contain a variety of benches and seating edges, tables, trellises and trash receptacles to support life within the park.
8. **Public Art:** Works of public art will be commissioned and placed to enliven the park and contribute towards a sense of place, ownership and identity for local residents and visitors.
9. **Infrastructure:** The plan will specify the infrastructure necessary for the efficient and effective operation and maintenance of the park including, but not limited to, lighting, irrigation, storm drainage, power, and water.

NOTE: Only City and private utilities required to facilitate public enjoyment of the Neighbourhood Park, as determined to the sole satisfaction of the City, shall be permitted within the bounds of the City-owned lot secured via the subject rezoning application for Neighbourhood Park purposes.

Conceptual Parks Plan (RZ 12-610011) – Details





**Richmond Zoning Bylaw 8500
Amendment Bylaw 9135 (RZ 12-610011)
3200, 3220, 3240, 3300, and 3320 No. 3 Road and 3171, 3191, 3211,
3231, 3251, 3271, 3291, 3331, and 3371 Sexsmith Road**

The Council of the City of Richmond, in open meeting assembled, enacts as follows:

1. Richmond Zoning Bylaw 8500, as amended, is further amended by inserting Section 20.25 thereof the following:

**“20.25 Residential / Limited Commercial and Artist Residential Tenancy Studio Units
(ZMU25) – Capstan Village (City Centre)**

20.25.1 Purpose

The **zone** accommodates artist residential tenancy studio (ARTS) units and high-rise apartments within the **City Centre**, plus a limited amount of **commercial use** and compatible **secondary uses**. Additional **density** is provided to achieve, among other things, **City** objectives in respect to the **City Centre** arts district, **affordable housing units**, **child care**, amenity, **commercial use**, and the Capstan Canada Line station.

20.25.2 Permitted Uses

- artist residential tenancy studio (ARTS) units
- **child care**
- **congregate housing**
- **housing, apartment**
- **housing, town**
- **live/work dwelling**

20.25.3 Secondary Uses

- **amenity space, community**
- **animal grooming**
- **boarding and lodging**
- **broadcast studio**
- **community care facility, minor**
- **education, commercial**
- **government service**
- **health service, minor**
- **home-based business**
- **hotel**
- **library and exhibit**
- **liquor primary establishment**

- **manufacturing, custom indoor**
- **office**
- **park**
- **parking, non-accessory**
- **private club**
- **recreation, indoor**
- **religious assembly**
- **restaurant**
- **retail, convenience**
- **retail, general**
- **retail, second hand**
- **service, business support**
- **service, financial**
- **service, household repair**
- **service, personal**
- **studio**
- **vehicle rental, convenience**
- **veterinary service**

20.25.4 Permitted Density

1. The maximum **floor area ratio** is 1.2, together with an additional 0.1 **floor area ratio** provided that it is entirely used to accommodate **amenity space**.
2. Notwithstanding Section 20.25.4.1, the reference to “1.2” is increased to a higher **floor area ratio** of “2.5”, provided that:
 - a) the **site** is located in the Capstan Station Bonus Map area designated by the **City Centre Area Plan**;
 - b) the **owner** pays a sum into the **Capstan station reserve** as specified in Section 5.19 of this bylaw;
 - c) the **owner** grants to the **City**, via a statutory **right-of-way, air space parcel**, or fee simple, as determined at the sole discretion of the **City**, rights of public use over a suitably landscaped area of the **site** for **park** and related purposes at a rate of 5.74 m² per **dwelling unit** or 6,810.4 m², whichever is greater;
 - d) prior to occupancy of the **building**, the **owner**:
 - i. provides within the **building** not less than four **affordable housing units** and the combined **habitable space** of the total number of **affordable housing units** would comprise at least 5% of the total residential **building** area, excluding the **building** area of artist residential tenancy studio (ARTS) units; and

- ii. enters into a **housing agreement** with respect to the **affordable housing units** and registers the **housing agreement** against title to the **lot**, and files a notice in the Land Title Office; and
- e) prior to occupancy of any **building** within the area shown cross-hatched and indicated as “A” in Section 20.25.4, Diagram 2, the **owner**:
 - i. provides within the area shown cross-hatched and indicated as “A” in Section 20.25.4, Diagram 2, not less than 17 artist residential tenancy studio (ARTS) units and the combined **habitable space** of the total number of artist residential tenancy studio (ARTS) units would comprise at least 1,393.5 m²; and
 - ii. enters into a **housing agreement** with respect to the artist residential tenancy studio (ARTS) units and registers the **housing agreement** against title to the **lot**, and files a notice in the Land Title Office.
- 3. If the **owner** of a **lot** has paid a sum into the **Capstan station reserve** and provided a suitably landscaped area of the **site** for **park** and related purposes, **affordable housing units**, and artist residential tenancy studio (ARTS) units under Section 20.25.4.2, Sub-Sections (b), (c), (d), and (e) respectively, an additional 1.0 **density bonus floor area ratio** is permitted, provided that:
 - a) the **lot** is located in the Village Centre Bonus Area designated by the **City Centre Area Plan**;
 - b) the **owner** uses the additional 1.0 **density bonus floor area ratio** only for non-residential purposes, which non-residential purposes shall provide, in whole or in part, for **convenience retail uses** (e.g., large format grocery store; drug store), **minor health services**, pedestrian-oriented **general retail**, or other **uses** important to the viability of the Village Centre as determined to the satisfaction of the **City**;
 - c) the **owner** uses a maximum of 49% of the **gross floor area** of the **building**, including the additional 1.0 **density bonus floor area ratio** (i.e. the **gross floor area** of the additional **building** area), for non-residential purposes;
 - d) the **owner** grants to the **City**, via **air space parcel**, at least 5% of the additional 1.0 **density bonus floor area ratio** (i.e. the **gross floor area** of the additional **building** area) or 1,428.4 m², whichever is greater, for **child care**, **community amenity space**, and **minor health service**, to the satisfaction of the **City**, and locates the entirety of the area granted to the **City** within the area shown cross-hatched and indicated as “B” in Section 20.25.4, Diagram 2; and
 - e) the **owner** provides 250 **parking spaces** for shared **commercial/residential use** and grants rights of public use over 50% of the **parking spaces**, secured via a statutory **right-of-way**, **air space parcel**, or alternative means, as determined at the sole discretion of the **City**, within the area shown cross-hatched and indicated as “A” in Section 20.25.4, Diagram 2.
- 4. For the area within the **City Centre** shown cross-hatched in Section 20.25.4, Diagram 1, notwithstanding Section 20.25.4.2, the reference to “2.5” is increased to a higher **floor**

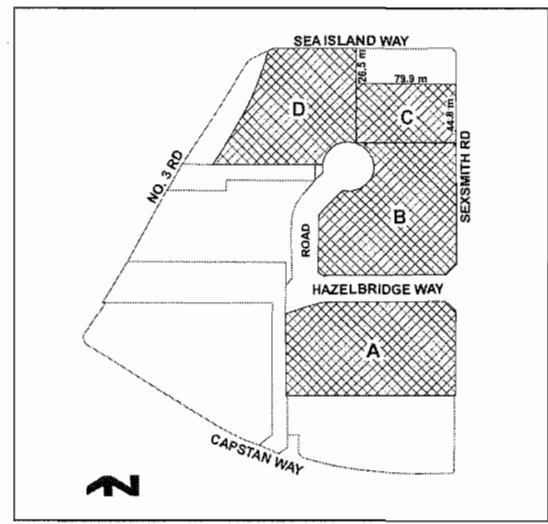
area ratio of “3.418” and, notwithstanding Section 20.25.4.3, the reference to “1.0” is increased to a higher **floor area ratio** of “1.462”, provided that the:

- b) **owner** complies with the conditions set out in Sections 20.25.4.2(a), (b), (c), and (d) and Sections 20.25.4.3(a), (b), (c), (d), and (e);
- c) **owner** dedicates not less than 5,529.0 m² of land to the **City** as **road**;
- d) **owner** transfers not less than 5,000.4 m² of land to the **City** as fee simple for **park** purposes, which shall include a suitably landscaped area of the **site** transferred by the **owner** to the **City** in compliance with Section 20.25.4.2(c), provided that such area is transferred to the **City** as fee simple;
- e) maximum total combined **floor area** for the **site** shall not exceed 126,575.4 m², of which the **floor area** of residential **uses** shall not exceed 98,008.0 m² and the **floor area** of other **uses** shall not exceed 28,567.4 m²; and
- f) maximum **floor area** for the areas shown cross-hatched and indicated as “A”, “B”, “C”, and “D” in Section 20.25.4, Diagram 2, shall not exceed:
 - i. for “A”: 35,144.1 m² for residential **uses**, including at least 843.8 m² of **habitable space** for **affordable housing units**, and nil for other **uses**;
 - ii. for “B”: 39,194.5 m² for residential **uses**, including at least 979.9 m² of **habitable space** for **affordable housing units**, and 1,688.5 m² for other **uses**;
 - iii. for “C”: 15,732.2 m² for residential **uses**, including at least 1,980.4 m² of **habitable space** for **affordable housing units**, and nil for other **uses**; and
 - iv. for “D”: 7,937.2 m² for residential **uses**, including at least 1,026.6 m² of **habitable space** for **affordable housing units**, and 26,878.9 m² for other **uses**.

Diagram 1



Diagram 2



5. There is no maximum **floor area ratio** for non-accessory parking as a principal use.

20.25.5 Permitted Lot Coverage

1. The maximum **lot coverage** for the areas shown cross-hatched and indicated as “A”, “B”, “C”, and “D” in Section 20.25.4, Diagram 2, is 90% for **buildings** and **landscaped** roofs over **parking spaces**.

20.25.6 Yards & Setbacks

1. Minimum **setbacks** shall be:
 - a) for Canada Line **setbacks**, measured to a **lot line**:
 - i. for **dwelling units**, **amenity space**, and **child care**: 20.0 m, but may be reduced to 10.0 m if a proper interface is provided as specified in a Development Permit approved by the **City**; and
 - ii. for other **uses**: 6.0 m;
 - b) for **road** and **park setbacks**, measured to a **lot line** or the boundary of an area granted to the **City**, via a statutory **right-of-way** or **air space parcel**, for **road** or **park** purposes: 6.0 m, but may be reduced to 3.0 m if a proper interface is provided as specified in a Development Permit approved by the **City**;
 - c) for **interior side yard setbacks**, measured to a **lot line** or the boundary of an area granted to the **City**, via a statutory **right-of-way** or **air space parcel**, for **road** or **park** purposes: 6.0 m, but may be reduced to 0.0 m if a proper interface is provided as specified in a Development Permit approved by the **City**; and
 - d) for parking situated below finished grade, measured to a **lot line**: 0.0 m.

20.25.7 Permitted Heights

1. The maximum **building height** shall be:
 - a) 47.0 m geodetic north of Hazelbridge Way; and
 - b) 35.0 m south of Hazelbridge Way, but may be increased to 47.0 m geodetic if a proper interface is provided with adjacent **buildings** and areas secured by the **City**, via statutory **right-of-way**, **air space parcel**, fee simple, or other means as determined to the satisfaction of the **City**, for **park** purposes, as specified in a Development Permit approved by the **City**.
2. The maximum **height** for **accessory buildings** is 5.0 m.
3. The maximum **height** for **accessory structures** is 12.0 m.

20.25.8 Subdivision Provisions

1. The minimum **lot** area for the areas shown cross-hatched and indicated as “A”, “B”, “C”, and “D” in Section 20.25.4, Diagram 2, shall be:
 - a) for “A”: 9,000 m²;
 - b) for “B”: 8,800 m²;
 - c) for “C”: 3,200 m²; and
 - d) for “D”: 7,000 m².

20.25.9 Landscaping & Screening

1. **Landscaping** and **screening** shall be provided according to the provisions of Section 6.0.

20.25.10 On-Site Parking and Loading

1. On-site **vehicle** and bicycle parking and loading shall be provided according to the provisions of Section 7.0, EXCEPT that for the purpose of minimum number of **parking spaces**:
 - a) **City Centre** Parking Zone 1 rates shall apply;
 - b) the minimum on-site parking requirements for **town housing**, **apartment housing**, and mixed **commercial/residential uses** shall not be less than 1.0 space for residents per **dwelling unit**; and
 - c) Artist residential tenancy studio (ARTS) units shall be treated as **affordable housing units**.
2. Notwithstanding Section 20.25.10.1, if the **owner** has provided:
 - a) **child care**, **community amenity space**, and **minor health service** within the area shown cross-hatched and indicated as “B” in Section 20.25.4, Diagram 2, under Section 20.25.4.3(d), the minimum combined total number of **parking spaces** for the **uses** shall be 32, all of which shall be located within area “B”; and
 - b) 250 **parking spaces** for shared **commercial/residential use** within the area shown cross-hatched and indicated as “A” in Section 20.25.4, Diagram 2, and granted rights of public use over 50% of the **parking spaces** under Section 20.25.4.3(e):
 - i. the minimum combined total number of **parking spaces** required for non-residential **uses** within the area shown cross-hatched and indicated as “D” in Section 20.25.4, Diagram 2, shall be reduced by 250; and
 - ii. the minimum number of residential visitor **parking spaces** within the areas shown cross-hatched and indicated as “A”, “B”, “C”, and “D” in Section 20.25.4, Diagram 2, may be reduced by 50%.

20.25.11 Other Regulations

1. For the purposes of this bylaw, arts residential tenancy studio unit or ARTS unit:
 - a) means a **dwelling unit** providing space for sleeping, living, washrooms, and **kitchen**, together with space designed to facilitate the use of the **dwelling** for arts-related **home-based business** purposes including painting, pottery, dance, choreography, non-amplified music, composing, conducting, arranging, recording, writing, media arts, photography, print making, or carving;
 - b) shall be **town housing**;
 - c) shall have a minimum **habitable space** of 74.0 m², of which at least 25.0 m², provided as one contiguous space, shall have a minimum clear height of 4.5 m measured from the surface of the finished floor to the surface of the finished ceiling.
 2. Signage must comply with the City of Richmond's *Sign Bylaw No. 5560*, as it applies to **development** in the Downtown Commercial (CDT1) **zone**.
 3. **Telecommunication antenna** must be located a minimum 20.0 m above the ground (i.e., on a roof of a **building**).
 4. In addition to the regulations listed above, the General Development Regulations in Section 4.0 and the Specific Use Regulations in Section 5.0 apply.”
-
2. The Zoning Map of the City of Richmond, which accompanies and forms part of Richmond Zoning Bylaw 8500, is amended by repealing the existing zoning designation of the following area and by designating it:
 - 2.1. **RESIDENTIAL / LIMITED COMMERCIAL AND ARTIST RESIDENTIAL TENANCY STUDIO UNITS (ZMU25) – CAPSTAN VILLAGE (CITY CENTRE).**

That areas shown cross-hatched and indicated as “A” on “Schedule “A” attached to and forming part of Bylaw No. 9135”.
 - 2.2. **SCHOOL & INSTITUTIONAL USE (SI).**

That areas shown hatched and indicated as “B” on “Schedule “A” attached to and forming part of Bylaw No. 9135”.

20.25.11 Other Regulations

1. For the purposes of this bylaw, arts residential tenancy studio unit or ARTS unit:
 - a) means a **dwelling unit** providing space for sleeping, living, washrooms, and **kitchen**, together with space designed to facilitate the use of the **dwelling** for arts-related **home-based business** purposes including painting, pottery, dance, choreography, non-amplified music, composing, conducting, arranging, recording, writing, media arts, photography, print making, or carving;
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2. The Zoning Map of the City of Richmond, which accompanies and forms part of Richmond Zoning Bylaw 8500, is amended by repealing the existing zoning designation of the following area and by designating it:
 - 2.1. **RESIDENTIAL / LIMITED COMMERCIAL AND ARTIST RESIDENTIAL TENANCY STUDIO UNITS (ZMU25) – CAPSTAN VILLAGE (CITY CENTRE).**

Those areas shown cross-hatched and indicated as “A” on “Schedule “A” attached to and forming part of Bylaw No. 9135”.
 - 2.2. **SCHOOL & INSTITUTIONAL USE (SI).**

Those areas shown hatched and indicated as “B” on “Schedule “A” attached to and forming part of Bylaw No. 9135”.

3. This Bylaw may be cited as “**Richmond Zoning Bylaw 8500, Amendment Bylaw 9135**”.

FIRST READING

A PUBLIC HEARING WAS HELD ON

SECOND READING

THIRD READING

OTHER CONDITIONS SATISFIED

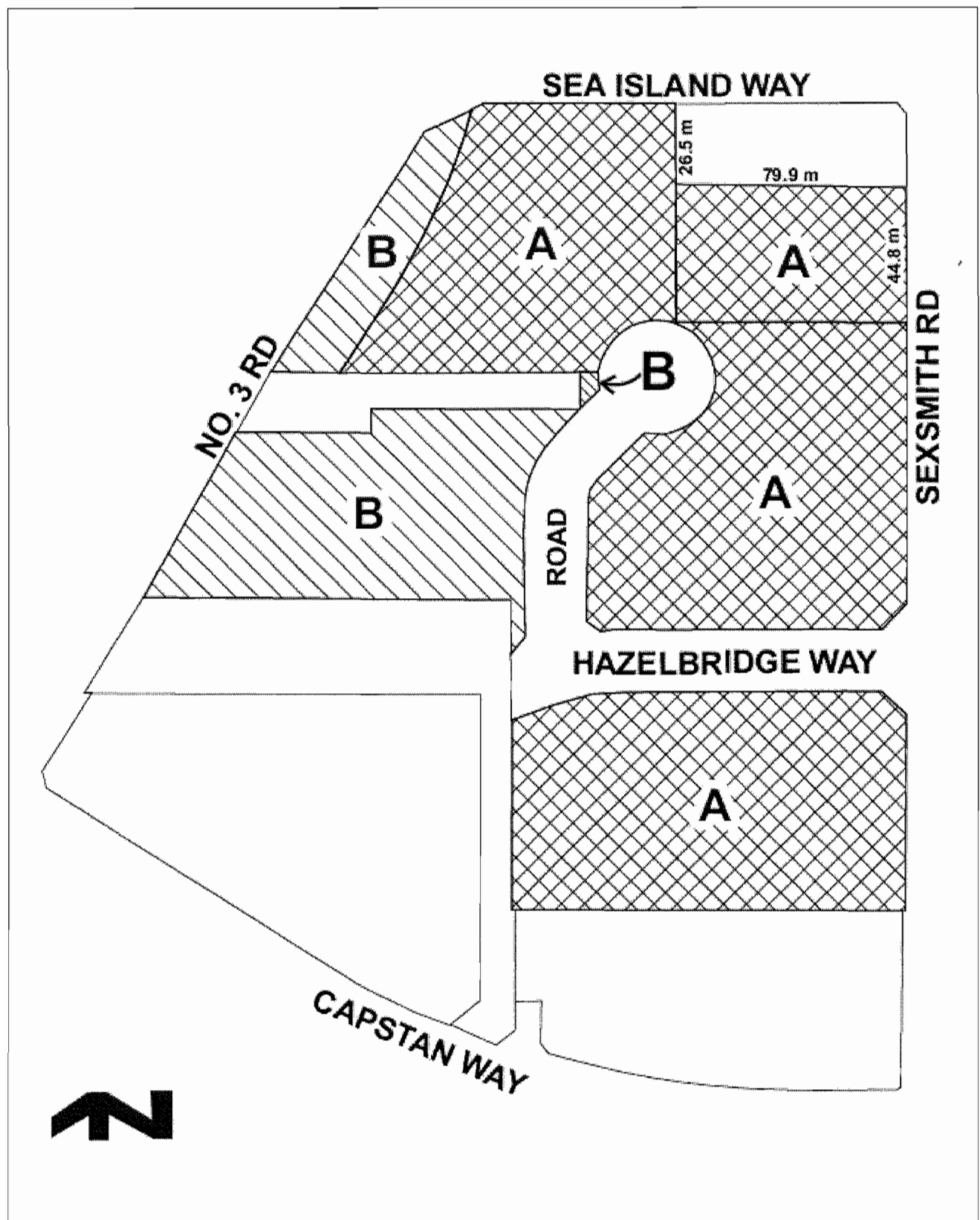
MINISTRY OF TRANSPORTATION AND
INFRASTRUCTURE APPROVAL

ADOPTED

MAYOR

CORPORATE OFFICER







To: Planning Committee

Date: April 4, 2014

From: Joe Erceg, General Manager
Planning and Development

File:

Re: West Cambie: Alexandra Neighbourhood Business/Office Area Review

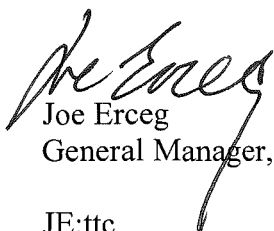
Staff Recommendation

1. That Official Community Plan Bylaw 7100 and 9000, Amendment Bylaw 9121 to amend Schedule 2.11A in the 2041 Official Community Plan Bylaw 7100, to change the existing Business Office designation to Mixed Use (60% Employment:40% Residential) designation, be introduced and given first reading.
2. That Official Community Plan Bylaw 7100 and 9000, Amendment Bylaw 9121, having been considered in conjunction with:

- a) the City's Financial Plan and Capital Program;
- b) the Greater Vancouver Regional District Solid Waste and Liquid Waste Management Plans;

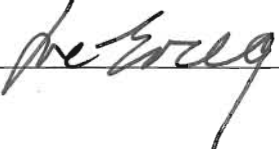

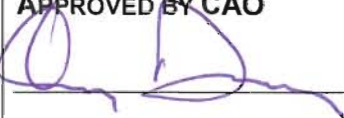
is hereby found to be consistent with said program and plans, in accordance with Section 882(3)(a) of the Local Government Act.

3. That, in accordance with section 879 (2)(b) of the *Local Government Act* and OCP Bylaw Preparation Consultation Policy 5043, Official Community Plan Bylaw 7100 and 9000, Amendment Bylaw 9121, be referred to the following bodies for comment for the Public Hearing:
 - a) Vancouver International Airport Authority (VIAA) (Federal Government Agency), and
 - b) The Board of Education of School District No. 38 (Richmond).
4. That City staff be directed to consult with VIAA staff regarding the proposed recommendation, prior to the Public Hearing.



Joe Erceg
General Manager, Planning and Development

JE:ttc
Att. 13

REPORT CONCURRENCE		
ROUTED TO: Finance Division Community Social Development Parks Services Engineering Development Applications Transportation	CONCURRENCE <input checked="" type="checkbox"/> <input checked="" type="checkbox"/> <input checked="" type="checkbox"/> <input checked="" type="checkbox"/> <input checked="" type="checkbox"/> <input checked="" type="checkbox"/>	CONCURRENCE OF GENERAL MANAGER 
REVIEWED BY STAFF REPORT / AGENDA REVIEW SUBCOMMITTEE	INITIALS: 	APPROVED BY CAO 

Staff Report

Origin

On July 8, 2013, Council passed the following resolution:

That the report from the General Manager, Planning and Development, dated June 24, 2013, titled: West Cambie – Alexandra Neighbourhood Business/ Office Area Review be referred back to staff to further consider mixed use including commercial, residential and office use and the appropriate proportion and number of units for each use.

The purpose of this staff report is to address this referral.

2011 – 2014 Council Term Goals

The report addresses the following 2011 - 2014 Council Term Goal 7:

- *Managing Growth and Development.*

Background

1. West Cambie Area Plan - Alexandra Quarter

The West Cambie Area Plan was adopted in 2006. At the time of approval, the Alexandra quarter section of the Area Plan (approx. 160 acres) was estimated to enable 6,000 people and 2,000 jobs at build out in 2041. Since the Area Plan was approved, development in the Alexandra quarter has proceeded as intended (e.g., as multi-family residential projects, the Smart Centres project which includes a Walmart retail outlet, a child care facility, a district energy utility, parks and trails).

2. The Study Area - Alexandra Mixed Employment (Business/Office) Area

Of the 160 acre Alexandra quarter, approximately 16 acres (15.9 acres) is designated as a Business/Office Area which occupies the north west corner of the quarter and is bounded by Alexandra Road to the south, Garden City Road to the west, Cambie Road to the north and Dubbert Street to the east: this is the Study Area (Attachments 1 & 2). The Area Plan currently allows the following uses in the Business/Office Area:

Business and Office Uses over Retail up to 1.25 FAR including office commercial, restaurants, neighbourhood pubs, retail and retail services commercial - small floor plate only including service station, educational facilities, recreational facilities, enclosed commercial parking, preferably structured and neighbourhood commercial, at the southeast corner of Garden City Road and Cambie Road.

3. Summary of the January 2014 Westmark Proposal

Initially in 2013 and later revised in January 2014, the Westmark Development Group (Westmark) applied to rezone one third (5.1 acres) of the Alexandra Neighbourhood Business/ Office Area which they have assembled along the west portion of the Alexandra quarter and which fronts onto Garden City Road, north of Odlin Road and south of McKim Way, to enable a 20% Mixed Employment (e.g., office, commercial) and 80% Residential development (Attachment 2). The developer has been advised that their rezoning application will not be processed, until Council has decided upon an updated land use policy for the area.

Relevant Policies and Considerations

1. Planning Policies

Policy Planning staff established a review team involving Transportation, Engineering, Community Services and Parks staff, to address the referral. Staff were guided by the *2041 Official Community Plan* (e.g., *2041 OCP Population*, *2041 Housing and Employment Projections Study*, *2041 OCP Employment Lands Strategy*, *2041 City OCP Aircraft Noise Sensitive Development [ANSD] Policies*), the *2006 West Cambie Area Plan (WCAP)*, the *2007 Affordable Housing Strategy*, the *2022 Parks and Open Space Strategy*, the *Metro Vancouver – 2040 Regional Growth Strategy* and recent market trend considerations. As well, staff sought the advice from *Site Economics Ltd.* an economic land consultant to assist in evaluating the economic, employment and property tax impacts of the Development Scenarios. *Site Economics Ltd.* helped prepare the *2041 OCP Employment Lands Strategy*.

2. Study Area Characteristics

The Business Office Use Area, in the Alexandra Quarter is intended to assist the City in meeting its long term 2041 OCP employment land needs. The characteristics of the Study Area are summarized in Table 1 below:

Table 1: Study Area Characteristics Business Office Use, Alexandra Quarter, West Cambie	
Topic	Summary
Study Area - Size	<ul style="list-style-type: none"> - 16 acres: (15.89 acres, or 6.43 ha - 692,601 ft²) - Approximately 10% of the whole Alexandra Quarter Section
Total Buildable Area	<ul style="list-style-type: none"> - 865,755 ft² (at 1.25 FAR)
2041 OCP Land Use Designation	Mixed Employment Those areas of the City where the principal uses are industrial and stand-alone office development, with a limited range of support services. In certain areas, a limited range of commercial uses are permitted such as the retail sale of building and garden supplies, household furnishings, and similar warehouse goods.
2041 OCP Noise Sensitive Development Area (ANSD) Designation	<ul style="list-style-type: none"> - Designation - Area 1A (35 - 40 NEF) - New Aircraft Noise Sensitive Land Uses (residential, school, hospital, day care) are prohibited
West Cambie Area Plan, Alexandra Quarter Land Use, Density, Height:	Business Office Uses (non residential) <ul style="list-style-type: none"> - Office commercial - Restaurants and neighbourhood pub - Retail and retail services commercial — small floor plate only - Educational facilities - Recreational facilities - Enclosed commercial parking, preferably structured. - A service station and neighbourhood commercial uses, at the southeast corner of Garden City Road and Cambie Road. - Maximum FAR 1.25 - Maximum Height: 2 to 4 storeys (8 metres – 15 metres); 5 storeys (20 metres) of non-combustible construction can be considered.
Existing Zoning	Mainly Single Family - RS1/F (1x CG2 lot and 1x RD1 lot) Width = 18 m (60 ft) Minimum Area 828 m ² (8,913 ft ²)
Existing Uses	Single Family Residential
Transit Services	<ul style="list-style-type: none"> - The Study Area is well serviced by public transit with two current bus routes fronting Garden City Road (407 and 430), bus service along Cambie Road and there are direct bus connections to the Richmond-Brighthouse and Bridgeport Canada Line stations.

Table 1: Study Area Characteristics Business Office Use, Alexandra Quarter, West Cambie	
Topic	Summary
	<ul style="list-style-type: none"> - The Canada Line is about 1 km (about a 15 minute walk) from the area. - The City is working with TransLink to monitor service levels and seek service improvements over time.
Water	System
Sanitary	Septic Tank: Sanitary Sewer System connection required with development
Drainage	Yes
Alexandra District Energy Utility (ADEU)	New development will be required to connect to the ADEU

3. Criteria to Evaluate the Development Scenarios

The Study Area's Business/Office designation was established to meet the City's short and long term needs by having an ample supply of employment lands to enable job creation, a range of high paying jobs, a healthy tax base and a mini Complete Community. The 2041 OCP indicates that Mixed Employment (Business Office) areas are to be protected, retained and densified to ensure the City has sufficient mixed employment land to meet its long term needs.

As the West Cambie Area Plan also emphasizes office jobs in this location, the loss of the Study Area's Business Office lands to residential use would have negative implications for the City's economy and job creation. With this in mind the following criteria to assess and evaluate a range of development scenarios was used:

a) *Jobs*

- Maximize potential jobs through the protection and development of designated employment lands.
- Maximize high paying jobs and total jobs.
- Avoid creating employment land challenges which must be addressed later (e.g., replacing employment lands for needed jobs).
- If introducing residential uses into the Study Area ensure that the long term viability of the employment uses and their jobs, are not jeopardized by the residential use.

b) *Conformity with City Policies*

- Comply with City policies including land use, density, urban design, building, parking, transportation, infrastructure, social (e.g. affordable housing) and parks.

c) *City-VIAA Relations*

- Avoid jeopardizing the City's relationships with the VIAA.

d) *Property Taxes*

- Maximize property tax revenues.

e) *Precedent*

- Avoid creating an undesirable precedent (e.g. converting employment lands to other uses).
- Generate more positive benefits than the negative implications.

4. Considerations in Applying the Criteria

a) *Jobs*

Advice from *Site Economics Ltd.* indicates that high paying, long-term jobs are best achieved where the majority of the employment is in an office environment. These jobs are anticipated to be full-time, permanent and pay an average of \$60,000 annually, while

retail and service jobs tend to be less secure and pay much less. Higher paying jobs could be achieved by managing office and retail uses as follows:

- Restrict retail uses to the ground floor as this will allow more office height & density above and thus the potential for more higher-paying office jobs.
- Retail uses can likely pay more than office for ground floor space due to the arterial road exposure.
- Retail uses on the ground floor make office space above more attractive for office workers.

By restricting retail uses, office space marketability is increased and more viable, as people can live and work in the same neighbourhood.

b) Conformity with City Policies

- *Land Use, Density and Urban Design* - Planning staff have reviewed the Study Area in the context of the adjacent land use designations which limit the base density to 1.25 FAR. A maximum building height of 6 storeys (25 m) is proposed for Mixed Use Employment-Residential use, as the height is consistent with adjacent designations, and would maximize the employment floor area in each scenario.
- *Transportation Services* – Transportation staff advise they have no issues, as transportation improvements would be provided at the time of redevelopment based on required developer studies and City requirements (e.g., City Wide & Local Area DCCs, on and off site contributions).
- *Infrastructure Services (water, sanitary sewer, drainage)*- Engineering staff advise that they have no issues, as infrastructure improvements would be provided at the time of redevelopment based on required developer studies, and City requirements (e.g., City Wide & Local Area DCCs, on and off site contributions).
- *Affordable Housing* – to encourage the provision of built affordable housing, staff recommend offering a total 0.5 FAR Bonus Density, to be split proportionately between the Employment and Residential uses. This would have an added benefit of providing additional employment space.
- *Park Space*- Park staff advise that they have no issues as additional parks are not required in the Alexandra Neighbourhood as there is already sufficient space in the area. The existing DCC charges will apply to contribute to park land acquisition and improvements.

c) City-VIAA Relations

Establishing and maintaining good relations with other governments and organizations is an integral part of running a City. The introduction of residential uses in this location would require changing the 2041 OCP Aircraft Noise Sensitive Development Area (ANSO) designation from Category 1A (which prohibits residential uses) to Category 2 (which permits residential uses subject to aircraft noise mitigation measures). In response to the possibility of allowing residential uses in the Study Area, on March 27, 2013, Vancouver International Airport Authority (VIAA) staff provided the following comments:

With regards to the position of the Vancouver Airport Authority, the ANSO designation should stand and we do not support changes to the OCP to allow the proposed development. The property in question is located within the 35 Noise

Exposure Forecast (NEF) planning contour, where Transport Canada does not recommend residential development per their land use guidelines. The property is also directly under the flight path of the 24-hour south runway and is one of the most severely noise affected areas of the City.

We also do not support the concept of 'swapping' land within other areas of the City's ANSD Policy to offset the proposed development. However, if the City wishes to undertake this option, the new offset lands to be protected should be located within the West Cambie area and have an equivalent exposure to noise and aircraft over-flights.

In summary, the VIAA does not support allowing residential uses in the Study Area to avoid the possibility of aircraft noise complaints. While Council can make OCP ANSD decisions to allow residential uses in the study area unilaterally, it runs the risk of jeopardizing City-VIAA relations.

d) Property Taxes

Commercial/ employment properties are taxed at a higher mill rate than residential uses thus producing much more tax revenue for the City. Residential uses also tend to place more demands on City services and therefore they are more costly to tax payers. From a tax perspective, arrangements which have a higher proportion of employment uses are more desirable.

e) Precedent

Any introduction of residential uses into the Study Area has the potential to set an undesirable precedent. Owners of employment lands across the street to the west of the Study Area have already indicated that they also want their lands to be redesignated for residential use to attract higher real estate prices.

If residential uses are permitted, strict parameters for land use development ratios, density and phasing are needed to limit the negative impact of residential speculation and use. Strict and clear requirements for managing residential and employment uses will ensure that employment uses are not jeopardized by residential uses and may deter the wide spread land speculation throughout other employment areas in the City.

Analysis

1. Review of Development Scenarios

To address the referral, staff identified the following Development Scenarios for the Study Area:

- Development Scenario 1: An Enhanced 100% Mixed Employment Scenario: retain the existing Business / Office designation and clarify employment uses (Attachment 3),
- Development Scenario 2: A 60% Mixed Employment and 40% Residential Mixed Use Scenario: based on consultant advice and industry norms (Attachment 4),
- Development Scenario 3: A 30% % Mixed Employment and 70% Residential Option to provide an additional possibility (Attachment 5), and
- Development Scenario 4: A 20% Mixed Employment and 80% Residential Mixed Use Scenario based Westmark's January 2014 proposal: this Scenario was evaluated both for the 5 acre Westmark site and the 16 acre Study area (Attachment 6).

With the assistance of *Site Economics Ltd.*, each of the Development Scenarios are described and evaluated below, illustrated in Attachment 7 and summarized in Table 2.

Table 2 Summary of Land Use Implications for the Four Development Scenarios				
	Scenario 1	Scenario 2	Scenario 3	Scenario 4 Westmark Proposal
Land Use Ratio Employment Residential	Emp: 100% Res: 0%	Emp: 60% Res: 40%	Emp: 30% Res: 70%	Emp: 20% Res: 80%
Base and Bonus Density (FAR)	Base: 1.25 (Employ) Bonus: None Max: 1.25 FAR	Base: 1.25 (0.75 Employ +0.50 Res) Bonus*: 0.5 (0.3 Employ + 0.2 Res) Max: 1.75 FAR	Base: 1.25 (0.375 Employ +0.875 Res) Bonus*: 0.5 (0.15 Employ + 0.35 Res) Max: 1.75 FAR	Developer proposes 1.77 FAR, did not propose a density bonus
Floor Area @ Max FAR (Base + Bonus)	865,238 ft ²	1,212,057 ft ²	1,212,057 ft ²	1,226,084 ft ²
Commercial floor	865,238 ft ²	726,800 ft ²	363,617 ft ²	245,217 ft ²
Residential floor	n/a	485,257 ft ²	848,440 ft ²	980,867 ft ²
Ongoing Employment Completed Project (jobs)**	3,502	3,047	1,656	1,220
Quality of Jobs	Excellent	Excellent (Higher paying office)	Good (Less office)	Good (Low paying retail)
Total Estimated Annual Salaries	\$210 million	\$183 million	\$99 million	\$73 million
Est. Residential Units	0	606	1,061	1,226
Est. Additional Residents	0	1,300	2,200	2,600
Total Projected Alexandra Population	6,700	8,000	9,000	9,300
Annual Property Taxes	\$4,297,595	\$4,516,000	\$3,397,177	\$3,057,435

* Bonus FAR requires that 5% of total residential area is built affordable housing and that Bonus Employment FAR also be built.

**Jobs are calculated based on 1 job per 220ft² of commercial space plus 1 job per 4000ft² of residential space

a) *Development Scenario 1 - 100% Mixed Employment*

With this Scenario, employment uses are protected by continuing to exclude residential uses. The implications of this Scenario are summarized below.

- The Alexandra quarter's Mixed Employment (Business Office) uses are required to achieve the City's long term 2041 employment objectives.
- Employment uses for this area are suitable and should prove to be technically and economically feasible over the long-term.
- Not all offices should go in the City Centre, nor be on a rapid transit line.
- Community-wide office vacancies have been declining in Richmond over the last year, dropping by 20% in one year and ending at 16.3% at the end of 2013, compared to 20.3% at the end of 2012. Declining office vacancy rates, with no growth in inventory over the

last 3 years, signal a potential growing demand for office development in Richmond in the near-term.

- According to the Rapid Transit Index (RTI) Study published regularly by John Lang LaSalle, Richmond's transit oriented office vacancy rate is at 5.3% (for buildings within 500 metres of a rapid transit station). This is the lowest among all suburban markets and has created some interest in the development community towards adding product along the Canada Line. However, the uptake has been slow, given prohibitive land prices in the immediate proximity to rapid transit. This may signal a more immediate opportunity for office development in areas such as the Study Area – areas that are still within a walking distance of the Canada Line, yet far enough to allow more reasonable land prices.
- Employment uses cannot compete for land in this area without municipal protection, as residential demand drives up land prices making employment uses less financially viable.
- Sudden surges in the demand for employment land, such as a single major office tenant may occur and thus the lands should remain available for such employment uses as intended.
- Single-use office buildings are easiest and most efficient to build, however when located on an arterial road (e.g., Garden City Road), then mixed employment buildings with ground floor retail are warranted, as the retail uses can benefit from good exposure on an arterial road.
- The Study Area was also established to accommodate similar uses which may be displaced from other redeveloping areas of the City (e.g., the City Centre), an important long term City economic re-development objective. In this regard, the range of such displaced opportunities include: Retail and Related Uses: furniture, mattress, food catering, private security uses and Office Uses: property management, holding and investment, consulting, printing, assembly, education, import/ export, travel agency, book making and binding uses. The Richmond Economic Advisory Committee acknowledges this opportunity.
- The potential long term employment and tax revenue benefits of maintaining the existing Study Area's uses outweigh the benefits of adding residential uses and reducing the Study Area's employment potential.
- When the Area Plan was prepared in 2006, it was estimated that the Alexandra quarter would generate 2,000 jobs (1,000 in the Study Area: 1,000 in the Mixed Use where SmartCentres is located). The recent analysis reveals that the Study Area may generate an estimated 3,500 jobs, which is an increase of 2,500 jobs over the original estimate. The 2041 OCP employment policies encourage such increases here and throughout the City as a high priority is placed on using land effectively and generating as many jobs as possible to maintain the City's high job to labour force ratio.
- This Scenario avoids the possibility of generating more similar requests which would jeopardize the long term availability of needed employment lands.
- While service industries (e.g. business management, financing, accounting, insurance uses) are allowed in the area, to enhance the viability of the Development Scenario 1, staff suggest amending the Area Plan to clarify that the following employment uses are permitted in the Study Area: bio-tech, research, lab uses, information technology (IT), media/software, private and public institutions such as medical facilities.

In financial terms, office uses generate significant direct and indirect economic benefits, which exceed those of residential use. Employment development pays more in property taxes annually, creates more ongoing jobs and generates fewer costs to the City than

residential uses. The estimated number of ongoing jobs would be almost three times as high in Development Scenario 4 put forth by the developer. Based on the economic analysis, it is clear that Development Scenario 1 - 100% Mixed Employment has the greatest overall positive economic, social, and planning benefits of all the Development Scenarios.

To enhance *Development Scenario 1 - 100% Mixed Employment*, staff suggest that an Amendment Bylaw be considered to clarify that the following uses are allowed in the Study Area: Bio-tech, research, lab uses, Information technology (IT), media/software, and Institutional (private and public) uses including medical facilities.

b) Development Scenario 2 – 60 % Employment: 40% Residential Use (Recommended)

If residential uses are to be introduced into the Study Area, the economic land consultant recommends Development Scenario 2 (60% Employment: 40% Residential Use), as it best reflects the industry's recommended level of two thirds employment and one third residential use (Attachment 4). This preferred ratio is intended to stimulate the development of needed employment uses including highly desired office space by enticing developers with multi-family residential development potential. The inclusion of multi-family residential uses provides an incentive to landowners to sell or develop their lands, as it would increase their market value from the existing employment only use. The developer/builder is also provided an incentive to develop the employment space as a condition of building residential uses which provide much higher returns due to the strong residential market. The higher percentage of employment use in a mixed use development (60% Employment: 40% Residential) is believed necessary by the commercial land industry to protect the long term viability of the employment lands.

Also *Development Scenario 2* is preferred as it includes the following benefits:

- Provides 87% of the potential jobs of Scenario 1 (100% Employment) and almost twice as many jobs and \$110 million more in annual salaries than if Scenario 3 (30% Employment) was selected.
- Is the most representative of industry standards for mixed use employment-residential development which better protects the long-term viability of employment uses and higher paying office jobs.
- Is estimated to accommodate approximately 600 new residential multi-family units (1,300 residents) which assist in offsetting the costs to the developer for providing needed employment space for new jobs.
- Provides the highest potential property tax revenues (\$4.5M) and over \$1 million more annually than the other mixed use employment-residential scenarios.

c. Development Scenario 3 – 30 % Mixed Employment: 70% Residential Use

This Scenario is proposed to provide an alternate land use arrangement to the recommended industry standard that is represented by Scenario 2. It would involve allowing the Study Area to develop up to 70% Residential and 30% Employment uses (Attachment 5). However, as the industry standard for Mixed Use areas involves a floor area ratio of 66% employment and 33% residential use, this Option may not be appropriate.

d. *Development Scenario 4 – 20% Employment:80% Residential Use (Westmark Proposal)*

Staff reviewed the most recent Westmark proposal from January 2014, which proposes 20% Employment and 80% Residential uses (Attachment 8). While the Westmark proposal involves only 30% of the 16 acre Study Area, the following comments apply to the both the Westmark site and the whole Study Area.

The proposal as submitted was forwarded onto *Site Economics Ltd.*, the City's economic land consultant, who provided the following comments:

- Based on market conditions, there is clearly room to allocate a larger share of the proposal to office space, which would better support the City's long term needs and the 2041 OCP Mixed Employment designation.
- The retail component is problematic, as it is at the grade level of the proposed office building making the proposed parking difficult and limited.
- The proposed supermarket and drug store could find it very difficult to attract tenants, as the site lacks easily accessible surface parking and is not on a corner.
- The ideal situation is for ground floor retail to be located on Garden City Road frontage with good access and exposure.
- The proposed office space layout is optimal in terms of floor plate, height, and overall configuration.
- The only real issue with proposed office area is the limited scale.
- The 80% residential use reduces the viability and amount of employment space.
- Developer could be required to make a significant contribution from the residential component to subsidize employment space in the area.

From a City perspective, the Westmark proposal is not considered to be a viable Development Scenario, as:

- 1) The proposed density of 1.77 FAR exceeds the existing maximum density of 1.25 FAR and consists of only 0.36 FAR for employment uses (1.41 FAR for residential use), greatly reducing the potential number and quality of jobs.
- 2) The proposed realignment of Dubbert Street further west would unacceptably reduce available employment lands from 5.1 acres to 4.59 acres, further reducing potential jobs while increasing residential use of lands to the east.
- 3) The realignment unacceptably changes the future land use of the site to a roadway and unacceptably proposes to relocate the intersection of Dubbert Street and Cambie Road closer to Garden City Road which does not conform to the Area Plan, negatively affects other property owners and enables Westmark to reduce their road costs and place them on other developers.
- 4) The 1.77 FAR is the base density and therefore does not have any bonus density and therefore does not provide for affordable housing.
- 5) The proposed density is not consistent with the form and character of adjacent lands that have maximum densities of 1.5 FAR along High Street and 1.5 FAR (with density bonus for affordable housing up to a maximum 1.7 FAR) to the east of the Study Area, and;
- 6) Four isolated "orphan" sites remain at the southwest corner and one orphan site at the northeast corner of the block, which are too small to develop and are not permitted under the Area Plan (Attachment 2).

Overall, for economic, planning and urban development reasons staff recommend that Westmark's proposal, *Development Scenario 4*, be eliminated from further consideration as it is not a viable mixed use Development Scenario.

2. Managing Mixed Use Employment-Residential Uses.

a) *General*

The introduction of residential uses into the Study Area has its benefits and challenges. Residential uses on these lands represent a significant change and require special consideration. The goal is to ensure that the proposed land use ratios help stimulate the development of desirable employment space by allowing some development of higher demand residential uses.

The ratio of employment to residential use must be carefully managed. The industry standard to protect the viability of employment uses indicates that employment uses should be the majority use and residential use the minority use (i.e. 66% Employment: 33% Residential).

Allowing residential (multi-family) uses into the Study Area may speed up the development of the employment uses, as the developer would be able to subsidize the development of employment space (e.g., lower construction and lease costs). As well, the developer would install necessary roads and services for the residential uses which would simultaneously benefit the development of employment and office space.

To prevent only residential uses being developed and no employment uses, staff recommend that all Rezoning, Development Permit and Building Permit applications must meet the selected Development Scenario land use ratio (e.g. 60% E:40% R) that restricts the maximum percentage of residential floor (e.g. maximum 40% residential) area and ensures that the employment space is built.

b) *2041 OCP and Area Plan Policy Implications*

Introducing residential use in the Study Area would require amendments to the *2041 OCP Mixed Employment* designation and to the *2041 OCP Aircraft Noise Sensitive Development Area* (ANSD) designation to remove the residential use prohibition. As well, the *West Cambie Area Plan* would require amendment to re-designate the "Business Office" area to "Mixed Use Employment-Residential" to allow multifamily uses. A mixed-use proposal would not affect the *Metro Vancouver 2040 Regional Growth Strategy* (RGS), as the RGS designates the Study Area "Urban" which accommodates employment and residential uses.

c) *City-VIAA Relations*

As indicated above, the introduction of residential uses in this location would require changing the *2041 OCP Aircraft Noise Sensitive Development Area* (ANSD) designation from Category 1A (which prohibits residential uses) to Category 2 (which permits residential uses subject to aircraft noise mitigation measures).

The *Vancouver International Airport Authority* (VIAA) does not support allowing residential uses in the Study Area to avoid the possibility of aircraft noise complaints, as they regard the policy as very important and may oppose any new residential uses in the

Study Area. In this regard the VIAA would not likely support Development Scenario 2, 3 or 4 which allow residential uses.

While not typically done, Planning Policy staff intend to meet with VIAA staff regarding the proposed report and recommendation, prior to the Public Hearing, to ensure that VIAA staff understand the City's rationale for the proposed recommendation.

d) Density

As there may be a desire by the City to introduce residential uses in the Study Area to encourage the development of employment uses, the existing maximum 1.25 FAR was reviewed to ensure that employment uses occur along with the required subsidizing residential uses and to allow for building affordable housing.

An additional 0.5 FAR density enables market residential development to subsidize employment space and includes the provision for built affordable housing raising the maximum density to 1.75 FAR. This bonus FAR will be split according to the approved development scenario ratio (e.g. 60% Employment:40% Residential), which for this example, would equate to a 0.2 FAR bonus for residential space. For the developer to take advantage of this additional FAR, they would be required to also provide the additional employment floor space at 0.3 FAR. The combination of the available density and the applicable ratio (e.g. 60% Employment:40% Residential) would ensure that residential development does not deter the development of needed employment space.

e) Affordable Housing

Where residential uses are allowed, as Council has indicated that built affordable housing is needed, staff recommend that all residential developments are to provide at least 5% of the total residential building area (a minimum of 4 units) as built affordable housing units. Cash-in-lieu contributions are not acceptable. This approach is to be applied instead of the older, *2006 West Cambie Affordable Housing Density Bonusing* policies.

The proposed OCP Amendment Bylaw includes a policy change to require that built affordable housing units are required.

f) Building Height

The introduction of residential uses in the Study Area also necessitates the reconsideration of the maximum height of buildings. As there remains a desire and need to attract and accommodate employment uses in this location, the Study Area height needs to be attractive to developers and builders. Along with increasing the maximum FAR, the maximum building height is proposed to be increased from 5 storeys (20m) to 6 storeys (25m). This allows the applicant greater flexibility in accommodating the employment uses along with the residential uses on their sites. The proposed height limit is consistent lands to the west of Garden City Road which are located in the City Centre Area Plan and lands to the east within the Alexandra Neighbourhood (Attachment 9).

g) General Development Requirements for Mixed Use Employment -Residential

It is recommended that any mixed use employment-residential Development Scenario approved by Council, be required to comply with the following provisions:

- The commercial and office components of mixed use buildings should be oriented towards the arterial road network (Garden City Road and Cambie Road) to provide a consistent and complementary streetscape with future development on the west side of Garden City Road.
- Residential and ancillary uses should be inward oriented or towards the collector roads (e.g. Dubbert Street) in accordance with existing WCAP Development Permit Guidelines.
- Residential and associated accessory uses may comprise a maximum of 40% (or 70%) of the total floor area within Study Area Development Blocks 1, 2 and 3, as identified in the proposed amended Alexandra map (Attachment 10).
- To prevent only residential uses being developed and no employment uses, all Rezoning, Development Permit and Building Permit applications must meet the selected Development Scenario (e.g. 60% E:40% R) that restricts the maximum percentage of residential floor space.
- Stand alone retail buildings should not be permitted.
- Notwithstanding the clause above, stand alone single-use buildings and/or mixed-use buildings may be considered, provided that they form part of the comprehensively planned Development Blocks, 1, 2 and 3, as identified in the proposed amended Alexandra map (Attachment 10).

A summary of the OCP amendment requirements for introducing Mixed Use Employment Residential uses to the Study Area (Development Scenarios 2, 3 and 4) are outlined in Attachment 11.

3. Summary of Analysis

In summary, staff recommend Development Scenario 2 – 60% Employment: 40% Residential for the following reasons: it:

- potentially provides almost as many jobs as the existing Area Plan and almost twice as many jobs and over \$110 million more in annual salaries than if Scenarios 3 or 4 were selected,
- is the most representative of industry standards for mixed use commercial-residential development that better protects the long-term viability of higher paying office jobs,
- potentially provides the highest property tax revenues (\$4.5M) and over \$1 million more annually than the other mixed use commercial-residential scenarios, and;
- is estimated to accommodate more than 600 new residential multi-family units (1,300 residents), offsetting the costs to the developer for providing needed employment space.

Whichever Development Scenario is selected, staff will continue to monitor the City's long term employment land needs and co-operate with Metro Vancouver staff as they undertake long term employment land studies. As these studies are brought forward, staff will update Council regarding any changes in the City's employment land needs.

If the recommended Development Scenario 2 is chosen, the necessary OCP and Area Plan amendments are in proposed Official Community Plan Bylaw 7100, Amendment Bylaw 9121 to amend Schedule 2.11A in the 2041 Official Community Plan Bylaw 7100.

Alternatively, if Development Scenario 3: A 30% Mixed Employment and 70% Residential Option is preferred, Attachment 12 contains the necessary OCP amendment Bylaw, draft Bylaw 9122.

Should Council decide to protect and enhance the employment uses in the Study Area and not allow residential uses Staff suggest Development Scenario 1- 100% Enhanced Employment be implemented. Attachment 13 contains the necessary OCP amendment Bylaw, draft Bylaw 9120.

4. Next Steps

Staff recommend the purposed OCP Bylaw 7100, Amendment Bylaw 9121 be referred to the Vancouver International Airport Authority (VIAA) and the Board of Education of School District No. 38 (Richmond) for comment, prior to the Public Hearing (e.g., anticipated to be held on May 20, 2014). In addition, while not usually done, City staff recommend that they meet with VIAA staff prior to the Public Hearing to explain the report and recommendation.

Financial Impact

As noted in report.

Conclusion

Staff's evaluation shows that, based on criteria such as the potential for creating high quality full-time jobs, maintaining good government relations, maximizing property tax revenue and avoiding an undesirable precedent, *Development Scenario 1 – 100% Employment* (existing Area Plan) is the best option. As it is staff's understanding that Council may wish to introduce residential uses into the Study Area, the second best option would be *Development Scenario 2 – 60% Employment: 40% Residential*, as it is considerably superior to Scenario 3 and Scenario 4.

The necessary OCP and Area Plan amendments are in proposed Official Community Plan Bylaw 7100, Amendment Bylaw 9121 to amend Schedule 2.11A in the 2041 Official Community Plan Bylaw 7100.



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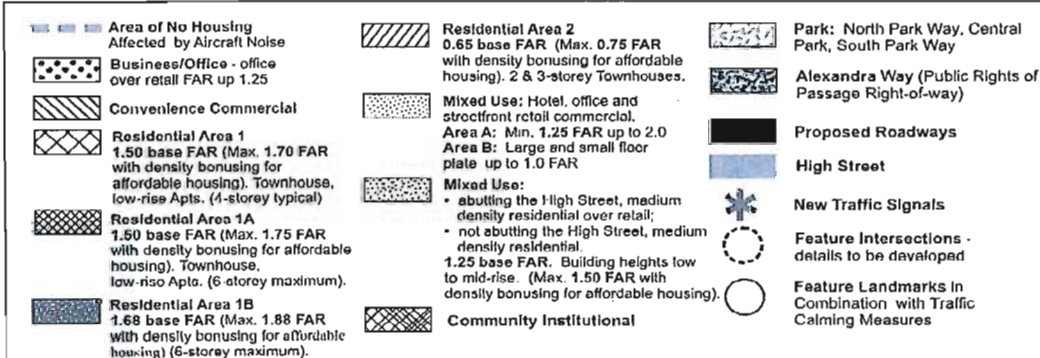
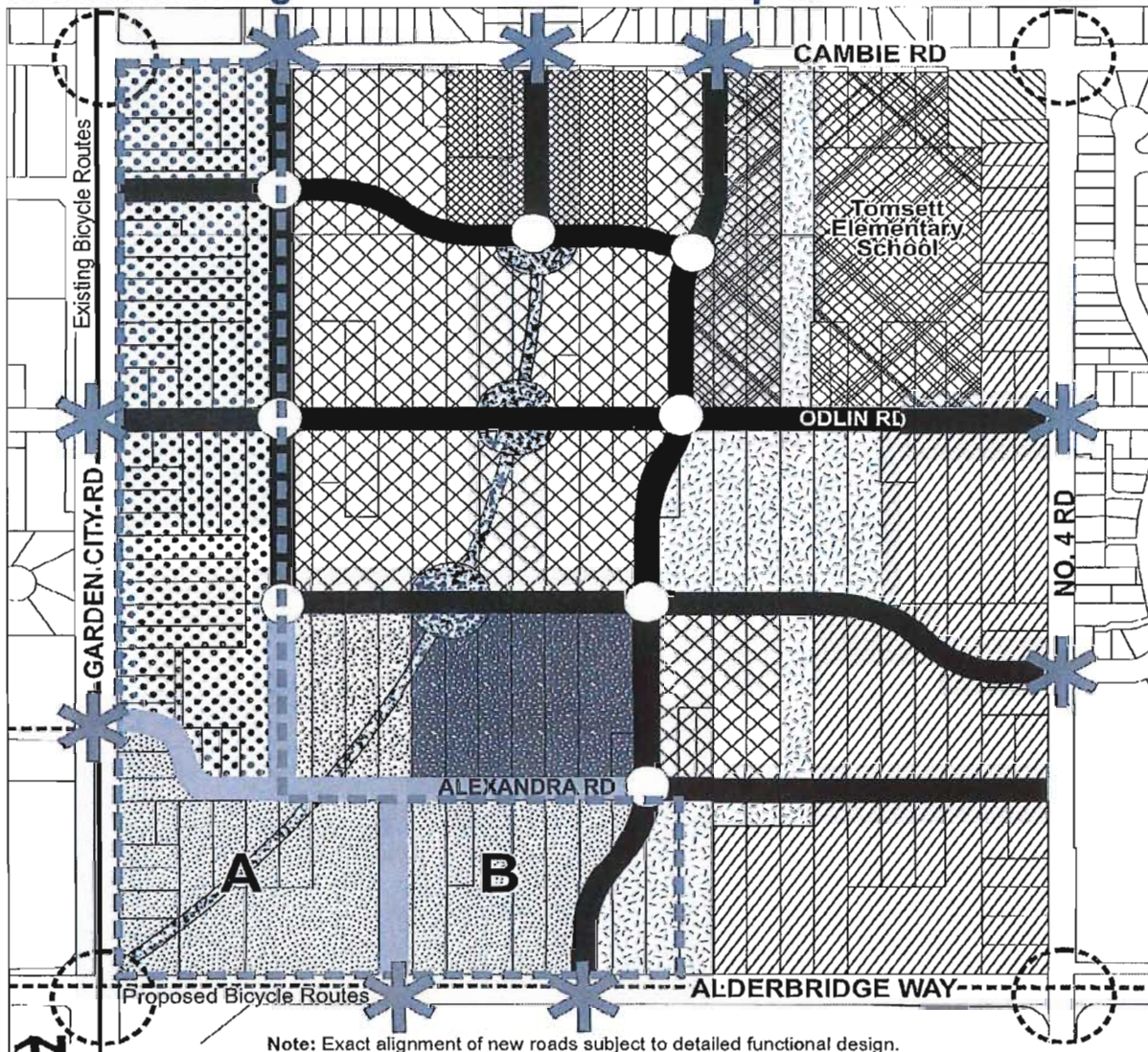


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Attachment 1	Alexandra Neighbourhood Land Use Map
Attachment 2	Context Plan of Study Area and Westmark Lands
Attachment 3	Development Scenario 1- Enhanced 100% Mixed Employment (Business Office Use)
Attachment 4	Development Scenario 2 - 60% Mixed Employment:40% Residential
Attachment 5	Development Scenario 3 - 30% Mixed Employment:70% Residential
Attachment 6	Development Scenario 4 - 20% Mixed Employment:80% Residential (Westmark)
Attachment 7	Example Illustrations of Development Scenarios
Attachment 8	Proposed Westmark Site Plan – (20% Mixed Employment:80% Residential)
Attachment 9	Context Plan of Adjacent Density and Maximum Building Heights
Attachment 10	Proposed Revised Alexandra Neighbourhood Land Use Map with Development Blocks
Attachment 11	Summary of OCP Amendments for Introducing Mixed Use Employment-Residential Uses
Attachment 12	Draft Bylaw Number 9122 - 30% Mixed Employment:70% Residential
Attachment 13	Draft Bylaw 9120 – (100% Employment) Enhancement of Uses

City of Richmond

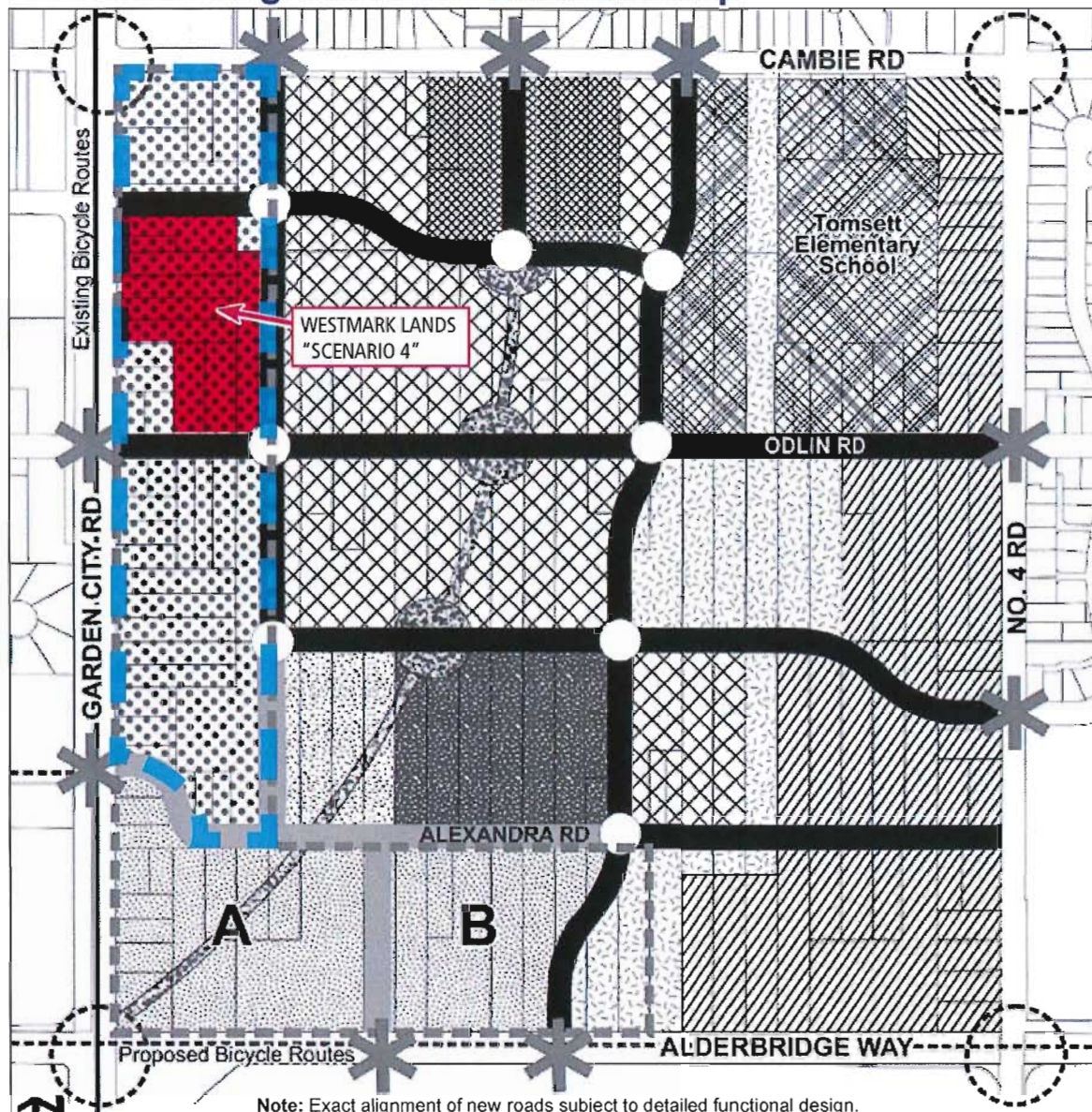
Alexandra Neighbourhood Land Use MapBylaw 9021
2013/10/15Original Adoption: September 12, 1988 / Plan Adoption: July 24, 2006
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West Cambie Area Plan 50

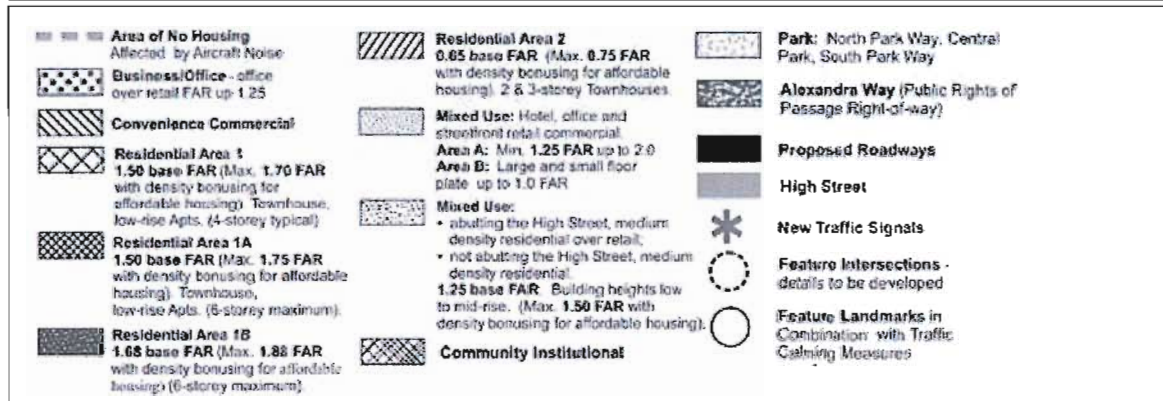
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STUDY AREA

Alexandra Neighbourhood Land Use Map

Bylaw 9021
2013/10/15

Note: Exact alignment of new roads subject to detailed functional design.



Also refer to Section 8.4.5 – Alexandra District Energy Unit regarding district energy density bonusing policies.

Development Scenario 1
Enhanced 100% Mixed Employment (Business Office Use)

General Description

The following Table summarizes the characteristics of Development Scenario 1 – 100% Mixed Employment (Business Office Use, with land use enhancements):

Development Scenario 1 100% Business Office Use Scenario	
Topic	Summary
Study Area - Size	16 acres: (15.89 acres, or 6.43 ha) Approximately 10% of the whole Alexandra Quarter Section
Maximum Density	1.25 FAR
Total Gross Buildable Area	865,755 ft ² (Net 770,522 ft ²)
2041 OCP Land Use Designation	100% Mixed Employment: Those areas of the City where the principal uses are industrial and stand-alone office development, with a limited range of support services. In certain areas, a limited range of commercial uses are permitted such as the retail sale of building and garden supplies, household furnishings, and similar warehouse goods.
2041 OCP Noise Sensitive Development Area (ANSO) Designation	<ul style="list-style-type: none"> - Designation - Area 1A (35 - 40 NEF) - New Aircraft Noise Sensitive Land Uses (residential, school, hospital, day care) are prohibited
West Cambie Area Plan, Alexandra Quarter Land Use	Business Office Uses (non residential) <ul style="list-style-type: none"> - Office commercial - Restaurants and neighbourhood pub - Retail and retail services commercial — small floor plate only - Educational facilities - Recreational facilities - Enclosed commercial parking, preferably structured. - A service station and neighbourhood commercial uses, at the southeast corner of Garden City Road and Cambie Road
Retail Uses	<ul style="list-style-type: none"> - Retail uses can pay more for ground floor space due to arterial road exposure. - Retail uses make office space more attractive for workers (not isolated in suburbs) - Retail uses subsidize the development of office space
Height	Maximum Height: <ul style="list-style-type: none"> - 2 to 4 storeys (8 metres – 15 metres) - 5 storeys (20 metres) of non-combustible construction can be considered The more height & density enables more office & likely higher paying jobs.
Existing Zoning	<ul style="list-style-type: none"> - Mainly Single Family - RS1/F - Width = 18 m (60 ft) - Minimum Area 828 m² (8,913 ft²)
Existing Uses	Single Family Residential
Transit Services	<ul style="list-style-type: none"> - Promote the Study Area as transit oriented, as the 800 m distance to station which is not long. - The Study Area is well serviced by public transit with two current bus routes fronting Garden City Road (407 and 430), bus service along Cambie Road and there are direct bus connections to the Richmond-Brighouse and Bridgeport Canada Line stations. - The Canada Line is about 1 km (about a 15 minute walk) from the

Development Scenario 1 100% Business Office Use Scenario	
Topic	Summary
	<p>area.</p> <ul style="list-style-type: none"> - The City is working with TransLink to monitor service levels and seek service improvements over time.
Water	System
Sanitary	Septic Tank: Sanitary Sewer System to be provided with development
Drainage	Yes
Alexandra District Energy Utility (ADEU)	New development will be required to connect to the ADEU
Enhanced Land Uses: Adding the Following Land Uses For Clarity	<ul style="list-style-type: none"> - Bio-tech, research, labs, information technology (IT), media/software, private and public institutions such as medical facilities.
Built Out Features	<ul style="list-style-type: none"> - Buildings may be stand alone or mixed employment uses, as the flexibility increases likelihood of getting office built - May want to restrict retail from being in standalone buildings, as this would negatively the planned character of Study Area - Workers may opt to live & work in same neighbourhood - Nearby amenities such as retail encourage more and better tenants
Parking	<ul style="list-style-type: none"> - Excellent, surface parking, as uses cannot support the cost of structured parking at this time.
Visual Examples	<ul style="list-style-type: none"> - The proposed urban design look will not be a suburban look and will ensure a high quality local design - Retail most likely to form the ground floor of any employment use
Managing Nuisances (Noise, Odour Vibration)	<ul style="list-style-type: none"> - Apply the same mitigation requirements, as in other parts of the city - Focus commercial on and close to arterial roads minimizes the impact of commercial on residential - Have separate accesses and apply existing industry design standards
Number and Quality of Jobs* Ranking	<ul style="list-style-type: none"> - Excellent: Highest: the most & highest paying jobs (e.g., \$60,000 per year) - Number of Jobs (includes multiplier) – 3,502 jobs - Annual Salaries = \$210 million
Maximum Alexandra Jobs* at Build Out	3,502 + 1,000 = 4,235 jobs
Study Area Build Out Population	0
Total Alexandra build Out Population	6,700 people
Annual Taxes Generated	\$4,297,595

General Pros	General Cons
<ul style="list-style-type: none"> - Clarify that bio-tech, research, labs, information technology (IT), media/software, private and public institutions such as medical facilities and private schools are allowed - A range of non residential mixed employment 	<ul style="list-style-type: none"> - In the short term, may see slow Business / Office use redevelopment, as anticipated - May continue to receive requests from developers to convert Business / Office uses to other uses (e.g., residential)

General Pros	General Cons
<p>uses is continued to support needed local employment opportunities</p> <ul style="list-style-type: none">- The important Complete Community (Live, Work, Play) Concept is retained- Avoids reducing the OCP ANSD Area 1A designation- Avoids setting an undesirable land use change precedent- Continues to achieve the 2041 OCP and Employment Lands Strategy- It was always anticipated that the build out of Study Area employment uses would take time and that it is not strategic or practical to allow them to be replaced with residential uses for short term developer gain- Enables City priorities and positive relationship with YVR to continue- Supported by YVR, the Richmond Economic Advisory Committee (REAC) and Mr. R. Wozny, the City's real estate consultant	

*Jobs are calculated based on 1 job per 220ft² of commercial space plus 1 job per 4000ft² of residential space

Development Scenario 2
60% Mixed Employment:40% Residential Scenario

General Description

The following Table summarizes the characteristics of Development Scenario 2 - 60% Mixed Employment:40% Residential:

Development Scenario 2 A Mixed Use (60% Employment:40% Residential) Scenario	
Item	General Description
Study Area	<ul style="list-style-type: none"> - 16 acres: (15.9 acres) - Approximately 10% of the whole Alexandra Quarter Section
Base and Density Bonus FAR	<ul style="list-style-type: none"> - Base Density= 0.75 FAR (Employ) + 0.50 FAR (Res) = 1.25 FAR - Bonus Density= 0.30 FAR* (Employ) +0.20 FAR (Res) = 0.50 FAR - * Bonus Residential FAR requires Bonus Employment FAR to also be built
Maximum FAR	1.75 FAR maximum
Total Buildable Floor Area	At 1.75 FAR, total proposed gross floor area = 1,212,057 ft ² <ul style="list-style-type: none"> - 60% Employment Uses = 727,234 ft² Gross - 40% Residential Uses = 484,823 ft² Gross
Maximum Height	6 storeys (25 metres) of non-combustible construction may be considered for non-combustible or concrete construction, increased open space, and no additional overshadowing of neighbouring properties.
Alexandra District Energy Utility (ADEU)	Will connect to ADEU
OCP ANSD Designations In Study Area: Replace ANSD Area 1A with an Area 2 designation to allow ANSD uses	<ul style="list-style-type: none"> - Existing ANSD Designation is: Area 1A (35 - 40 NEF) which prohibits new Aircraft Noise Sensitive Land Uses (residential, school, hospital, day care) - With Development Scenario 2, to allow multifamily residential uses, the existing ANSD Designation would need to be replaced with the Area 2 Designation - The 2041 OCP does not require an equivalent Area 1 replacement area to achieve a No Net Loss arrangement and no such replacement area has been found, - YVR does not wish to see the residential prohibiting policy to be removed, to ensure that there will not be any residential complaints regarding aircraft noise.
Number and Quality of Jobs*	<ul style="list-style-type: none"> - 3,047 jobs, Excellent Quality (e.g., avg. \$60,000 per year) - Annual Salaries \$183 million
Maximum Alexandra Jobs*	- 3,047 + 1,000 in the remainder of the Quarter = 4,047 jobs
Estimated Residential Units	<ul style="list-style-type: none"> - Built Affordable Residential Units = 40 units (@ 600 ft²) - Market Residential Units = 566 units (@ 814 ft²) - Total units = 606 units - Residential Uses = 484,823 ft² (Gross)
Affordable Housing	- At least 5% of total maximum buildable sq. ft. of residential area to be provided as Built Affordable units (minimum of 4 units)

Development Scenario 2 A Mixed Use (60% Employment:40% Residential) Scenario	
Item	General Description
Additional Residents	- 1,300 people
Total Alexandra population	- 1,300 + 6,700 in the remainder of the Quarter = 8,000 people
Built Out Features	<ul style="list-style-type: none"> - Buildings may be stand alone or mixed employment uses, as the flexibility increases likelihood of getting office built - May want to restrict retail from being in standalone buildings, as this would negatively the planned character of Study Area - Workers may opt to live & work in same neighbourhood - Nearby amenities such as retail encourage more and better tenants
Parking	- Good, surface and underground parking
Visual Examples	<ul style="list-style-type: none"> - See Attachment 7, the proposed urban design look will not be a suburban look and will ensure a high quality local design - Retail most likely to form the ground floor of any employment use
Managing Nuisances (Noise, Odour Vibration)	<ul style="list-style-type: none"> - Apply the same mitigation requirements, as in other parts of the city - Focus commercial on and close to arterial roads minimizes the impact of commercial on residential - Have separate accesses and apply existing industry design standards
Parking	- Good, mixed surface and structured
Annual Taxes Generated (Highest)	- \$4,516,000
Pros	Cons
<ul style="list-style-type: none"> - Could possibly accelerate redevelopment in the Study Area - Majority of space is for employment, for a variety of employment uses. - Affordable housing is provided 	<ul style="list-style-type: none"> - Removes large amount of commercial and office floor area compared to Option 1. - Any redesignation of land from office or other employment uses may later require them to be replaced elsewhere in North Richmond not in the City Centre, in order to meet the City's long term 2041 employment land targets - Reduces the OCP ANSD Area 1A designation. - Sets an undesirable land use change precedent - May generate similar undesirable requests - May damage City relationships with YVR - Not supported by YVR, the Richmond Economic Advisory Committee (REAC) and Mr. R. Wozny, the City's real estate consultant

*Jobs are calculated based on 1 job per 220ft² of commercial space plus 1 job per 4000ft² of residential space

Development Scenario 3
30% Mixed Employment:70% Residential Scenarios

General Description

The following Table summarizes the characteristics of a Development Scenario 3 - 30% Mixed Employment:70% Residential:

Development Scenario 3 30% Employment:70% Residential Scenario	
Item	General Description
Study Area	<ul style="list-style-type: none"> - 16 acres: (15.9 acres) (1,212,057 ft²) - Approximately 10% of the whole Alexandra Quarter Section
Base and Density FAR	<ul style="list-style-type: none"> - Base Density= 0.375 FAR (Employ) + 0.875 FAR (Res) = 1.25 FAR - Bonus Density= 0.15 FAR* (Employ) +0.35 FAR (Res) = 0.50 FAR - * Bonus Residential FAR requires Bonus Employment FAR to also be built
Maximum FAR	1.75 FAR maximum
Total Buildable Floor Area	At 1.75 FAR, Gross Total (BFA) is: 1,212,057 ft ² <ul style="list-style-type: none"> - Using 30% for Employment Use = 363,617 ft² (Gross) - Using 70% Residential Use = 848,440 ft² (Gross)
Maximum Height	Up to 6 storeys
Alexandra District Energy Utility (ADEU)	Will connect to ADEU
OCP ANSD Designations In Study Area: Replace ANSD Area 1A with an Area 2 designation to allow ANSD uses	<ul style="list-style-type: none"> - Existing ANSD Designation is: Area 1A (35 - 40 NEF) which prohibits new Aircraft Noise Sensitive Land Uses (residential, school, hospital, day care) - With Development Scenario 2, to allow multifamily residential uses, the existing ANSD Designation would need to be replaced with the Area 2 Designation - The 2041 OCP does not require an equivalent Area 1 replacement area to achieve a No Net Loss arrangement and no such replacement area has been found, - YVR does not wish to see the residential prohibiting policy to be removed, to ensure that there will not be any residential complaints regarding aircraft noise.
Number and Quality of Jobs*	<ul style="list-style-type: none"> - 1,665 jobs, Good quality, less than \$60,000 per year salary - Annual Salaries \$99 million
Maximum Alexandra Jobs*	- 1,665 jobs + 1,000 in the remainder of the Quarter = 2,665 jobs
Estimated Residential Units	<ul style="list-style-type: none"> - Built Affordable Residential Units = 71 units (@ 600 ft²) - Market Residential Units = 990 units (@ 814 ft²) - Total units = 1061 units - Residential Uses = 848,440 ft² (Gross)
Affordable Housing	- At least 5% of total maximum buildable sq. ft. of residential area to be provided as Built Affordable units (minimum of 4 units)
Additional Residents	- 2,250 people
Total Alexandra population	- 2,250 + 6,700 in the remainder of the Quarter = 8,950 people
Built Out Features	- Building may be built alone or mixed employment uses, as

	<ul style="list-style-type: none"> the flexibility increases likelihood of getting office built - May want to restrict retail from being in standalone buildings, as this would negatively the planned character of Study Area - Workers may opt to live & work in same neighbourhood - Nearby amenities such as retail encourage more and better tenants
Parking	<ul style="list-style-type: none"> - Moderate, mixed surface and structured parking
Visual Examples	<ul style="list-style-type: none"> - See Attachment 7, the proposed urban design look will not be a suburban look and will ensure a high quality local design - Retail most likely to form the ground floor of any employment use
Managing Nuisances (Noise, Odour Vibration)	<ul style="list-style-type: none"> - Apply the same mitigation requirements, as in other parts of the city - Focus commercial on and close to arterial roads minimizes the impact of commercial on residential - Have separate accesses and apply existing industry design standards
Annual Taxes Generated	<ul style="list-style-type: none"> - \$3,397,177

Pros	Cons
<ul style="list-style-type: none"> - Could possibly accelerate redevelopment in the Study Area - Would retain some floor space for a variety of employment uses. - Affordable housing is provided 	<ul style="list-style-type: none"> - Removes 70% of the commercial/office floor area compared to Option 1 - Any redesignation of land from office or other employment uses may later require their replacement elsewhere in North Richmond not in the City Centre, in order to meet the City's long term 2041 employment land targets - Reduces the OCP ANSD Area 1A designation - Sets an undesirable land use change precedent - Will likely generate similar undesirable requests - May damage City relationships with YVR - Not supported by YVR, the Richmond Economic Advisory Committee (REAC) and Mr. R. Wozny, the City's real estate consultant

*Jobs are calculated based on 1 job per 220ft² of commercial space plus 1 job per 4000ft² of residential space

Development Scenario 4
20% Mixed Employment:80% Residential Scenarios

General Description

The following Table summarizes the characteristics of Development Scenario 4 - 20% Mixed Employment:80% Residential:

Development Scenario 4 20% Mixed Employment:80% Residential Scenario	
Item	General Description
Study Area	<ul style="list-style-type: none"> - 16 acres: (15.9 acres) (1,212,057 ft²) - Approximately 10% of the whole Alexandra Quarter Section
Base and Density FAR	<ul style="list-style-type: none"> - Base Density= 0.25 FAR (Employ) + 1.0 FAR (Res) = 1.25 FAR - Bonus Density= 0.1 FAR (Employ) +0.40 FAR (Res) = 0.50 FAR
Maximum FAR	<ul style="list-style-type: none"> - 1.75 FAR maximum - Note while Westmark proposes 1.77 FAR, the calculations in this table use 1.75 FAR
Total Buildable Floor Area	At 1.75 FAR, Gross Total (BFA) is: 1,212,057 ft ² <ul style="list-style-type: none"> - Using 20% for Employment Use = 242,410 ft² (Gross) - Using 80% Residential Use = 969,645 ft² (Gross)
Maximum Height	Up to 6 storeys
Alexandra District Energy Utility (ADEU)	Will connect to ADEU
OCP ANSD Designations In Study Area: Replace ANSD Area 1A with an Area 2 designation to allow ANSD uses	<ul style="list-style-type: none"> - Existing ANSD Designation is: Area 1A (35 - 40 NEF) which prohibits new Aircraft Noise Sensitive Land Uses (residential, school, hospital, day care) - The existing ANSD Designation would need to be replaced with the Area 2 Designation - The 2041 OCP does not require an equivalent Area 1 replacement area to achieve a No Net Loss arrangement and no such replacement area has been found, - YVR does not wish to see the residential prohibiting policy to be removed, to ensure that there will not be any residential complaints regarding aircraft noise.
Number and Quality of Jobs*	<ul style="list-style-type: none"> - 1,220 jobs, Good, low paying retail - Annual Salaries - \$73 million
Maximum Alexandra Jobs*	- 1,220 jobs + 1,000 in the remainder of the Quarter = 2,220 jobs
Estimated Residential Units	<ul style="list-style-type: none"> - Built Affordable Residential Units = 81 units (@ 600 ft²) - Market Residential Units = 1132 units (@ 814 ft²) - Total units = 1213 units - Residential Uses = 969,645 ft² (Gross)
Additional Residents	- 2,600 people
Total Alexandra population	- 2,600 + 6,700 in the remainder of the Quarter = 9,300 people
Built Out Features	<ul style="list-style-type: none"> - Buildings may be stand alone or mixed employment uses, as the flexibility increases likelihood of getting office built - May want to restrict retail from being in standalone buildings, as this would negatively the planned character of Study Area - Workers may opt to live & work in same neighbourhood - Nearby amenities such as retail encourage more and better

Development Scenario 4 20% Mixed Employment:80% Residential Scenario	
Item	General Description
	tenants
Parking	- Moderate, underground
Visual Examples	<ul style="list-style-type: none"> - See Attachment 7, the proposed urban design look will not be a suburban look and will ensure a high quality local design - Retail most likely to form the ground floor of any employment use
Managing Nuisances (Noise, Odour Vibration)	<ul style="list-style-type: none"> - Apply the same mitigation requirements, as in other parts of the city - Focus commercial on and close to arterial roads minimizes the impact of commercial on residential - Have separate accesses and apply existing industry design standards
Annual Taxes Generated	- \$3,057,435

Pros	Cons
<ul style="list-style-type: none"> - Could possibly accelerate redevelopment in the Study Area - Would retain some floor space for a variety of employment uses. 	<ul style="list-style-type: none"> - Removes 80% of employment /office floor area compared to Option 1 - Does not conform the Area Plan (e.g., excessive density, excessive building height, unacceptable road layout, unacceptably proposes orphaned lots, avoids applicant costs while shifting them to others - Stand alone residential buildings would likely develop first and possibly still leave the office and other employment land undeveloped in the short term - Any redesignation of land from office or other employment uses will likely require them to be replaced elsewhere in North Richmond not in the City Centre, in order to meet the City's long term 2041 employment land targets - Reduces the OCP ANSD Area 1A designation - Sets an undesirable land use change precedent - Will likely generate similar undesirable requests - May damage City relationships with YVR - Not supported by YVR, the Richmond Economic Advisory Committee (REAC) and Mr. R. Wozny, the City's real estate consultant

*Jobs are calculated based on 1 job per 220ft² of commercial space plus 1 job per 4000ft² of residential space

**Example Illustrations of Development Scenarios
Alexandra Study Area**

Illustration A is a standalone Employment Building with ground floor retail and office space above, which would be appropriate in any of the proposed Development Scenarios 1-4

Illustrations B to H represents various examples of Mixed Use Employment Residential buildings that would be appropriate in Development Scenarios 2, 3 or 4 only. Some of these building forms could also be 100% Employment use.



Garden City Commercial Frontage

PLN - 238



PLN - 239

Corner of McKim Way and Dubbert Street

PLN - 240



Olympic Village

Mixed Use:
Residential
Commercial

Olympic Village
Vancouver

GBL Architects



Olympic Village

Mixed Use:
Residential
Commercial

Olympic Village
Vancouver

GBL Architects



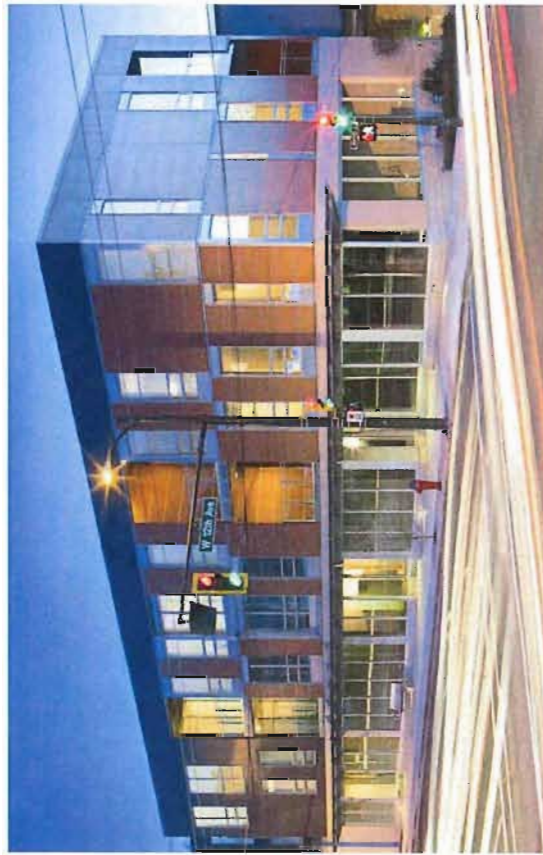
Olympic Village

Mixed Use:
Residential
Commercial

Olympic Village
Vancouver

GBL Architects

Precedent Mixed Use Developments | GBL Architects



The Luzon
*Mixed Use:
 Residential
 Commercial*
 Arbutus & 12th
 Vancouver
 GBL Architects



Collection 45
*Mixed Use:
 Residential
 Commercial*
 Main & 8th
 Vancouver
 GBL Architects



The District
*Mixed Use:
 Residential
 Commercial*
 Main & 29th
 Vancouver
 GBL Architects

Precedent Mixed Use Developments | GBL Architects

Illustration E



Retail at Washington Street F

CAPELLA MIXED-USE DEVELOPMENT

CAPELLA HOLDINGS, LLC

Steinberg Architects

Illustration F

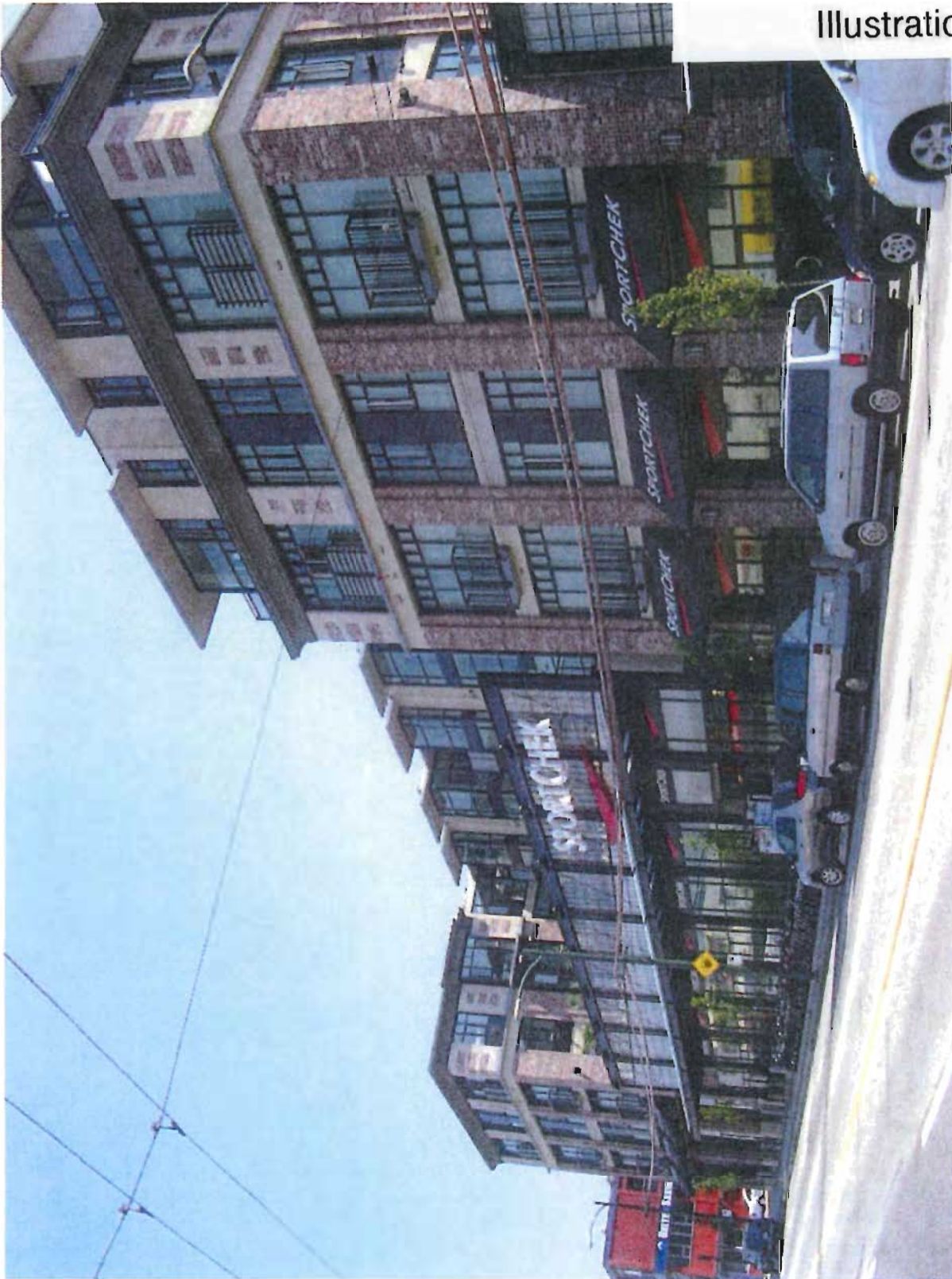
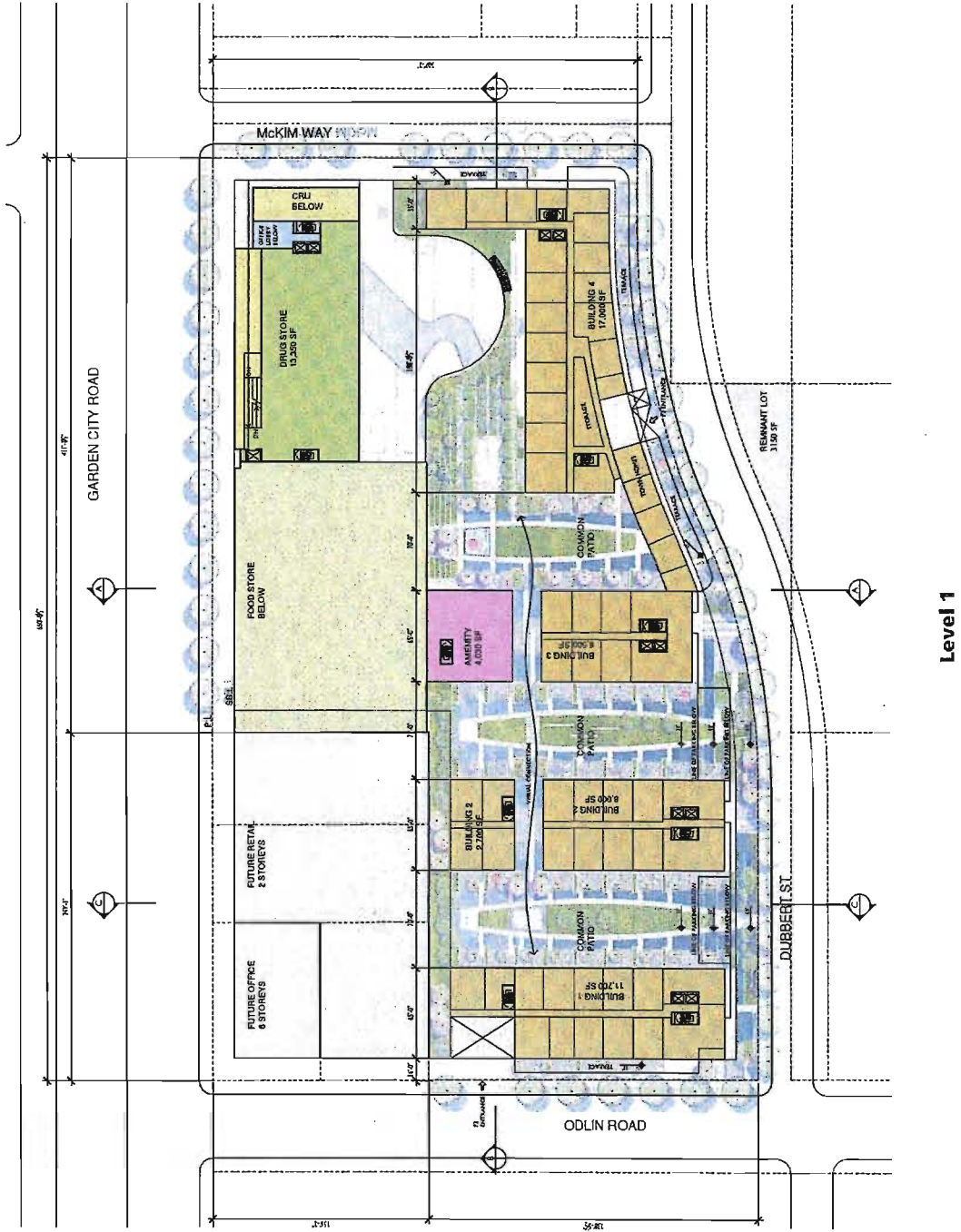


Illustration G

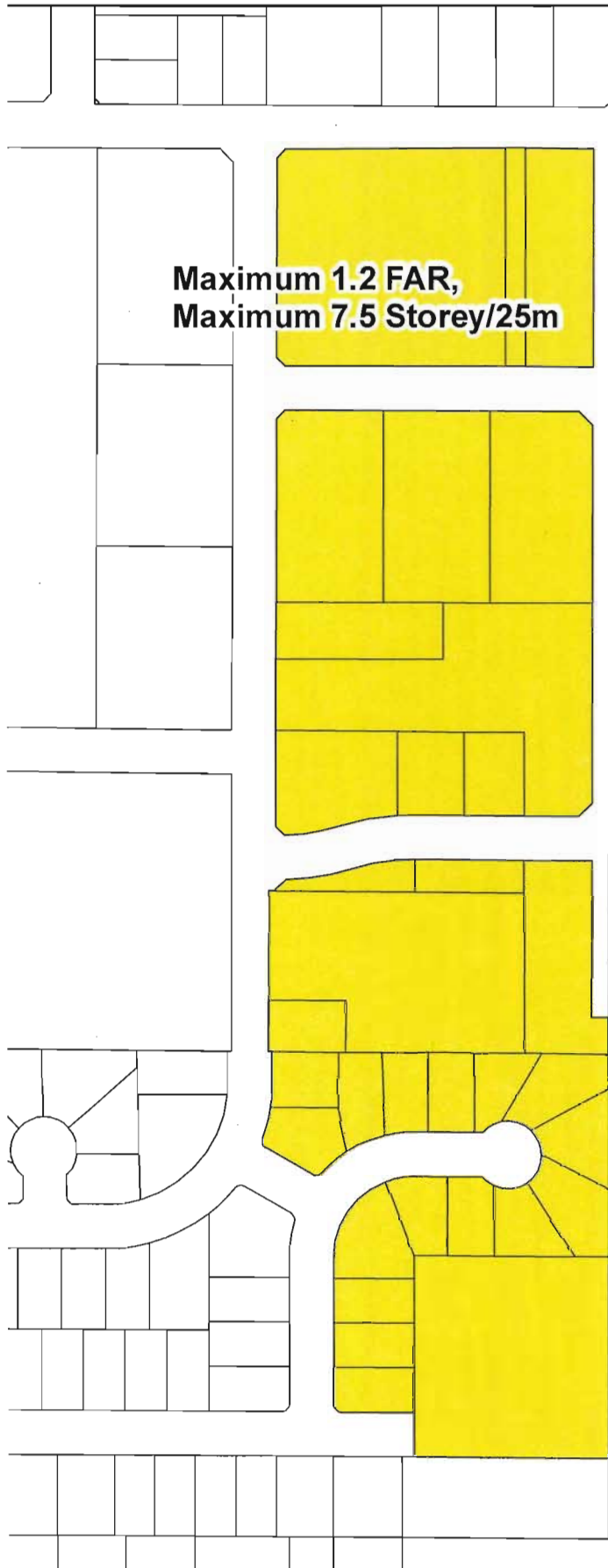


Illustration H

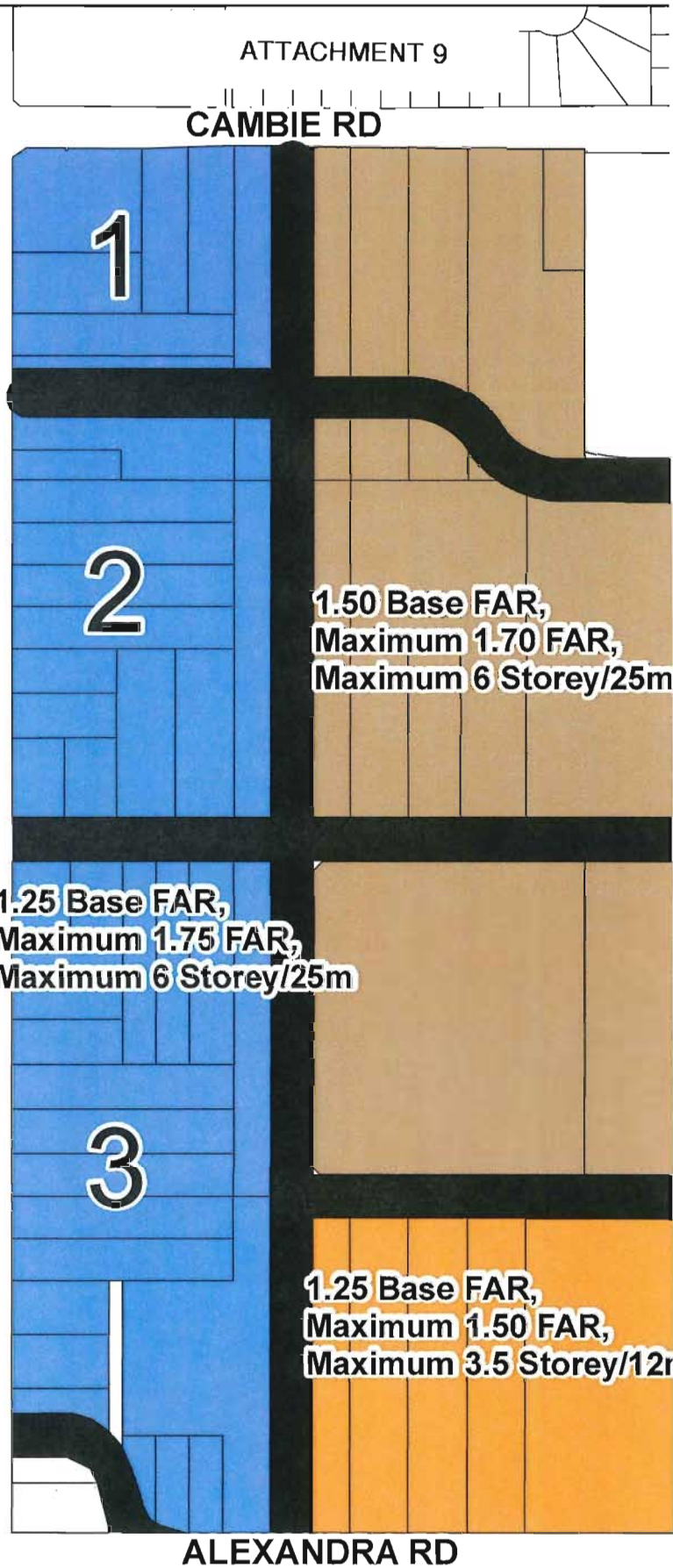




Level 1



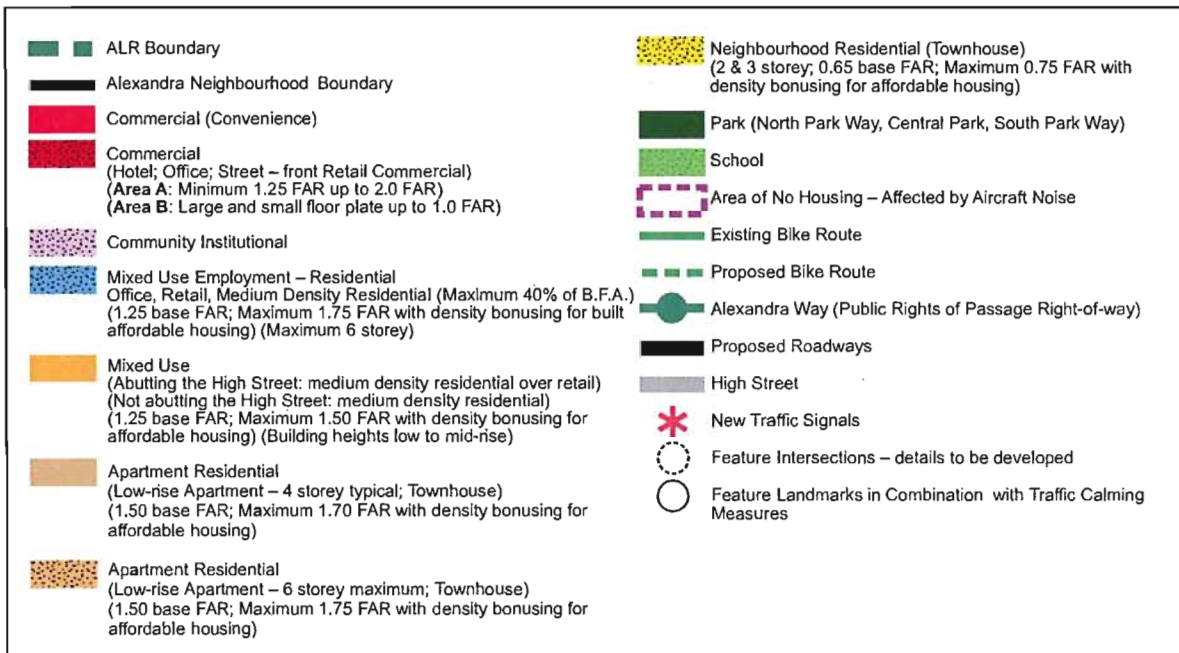
GARDEN CITY RD



Legend

- Aberdeen Village: General Urban T4
- Alexandra Neighbourhood: Mixed Use Commercial - Residential
- Alexandra Neighbourhood: Apartment Residential
- Alexandra Neighbourhood: Mixed Use

Alexandra Neighbourhood Land Use Map



Summary of Proposed OCP Amendment Bylaw Development Requirements For Mixed Use Employment-Residential Development Scenarios

Purpose

To summarize the OCP and Area Plan amendments, if Council pursues Development Scenarios 2, 3 or 4:

- (1) Section 8.2.1 Character Area 1 – should be renamed from Business Office to Mixed-Use Employment-Residential in the West Cambie Area Plan.
- (2) Mixed-Use Employment-Residential designations and ratios should be applied to the entire 6.4 ha (15.9 ac) employment lands, not just on Westmark's 2.1 ha (5.1 ac) parcel.
- (3) The Mixed-Use Employment-Residential area should be further segmented into Development Blocks 1, 2, and 3 (**Attachment 10**) as formed by the collector and arterial road network. Each block would form its own comprehensive planning development area required to meet the target mixed-use employment-residential ratios. Development proposals would have to demonstrate how the mixed-use targets (e.g. 60:40 or 30:70) would be met within their respective Development Blocks. Development lot assemblies forming a separate application for rezoning, should be no less than the size of Block 1, or 1.0 ha (2.47 ac), unless it constitutes the completion of that Block.
- (4) Mixed-Use Employment-Residential developments should limit the percentage of residential uses to a maximum of the total floor space built within each development and its respective residential FAR identified (e.g. 40% residential and max .70 FAR) in the bylaw; this would allow greater percentages of employment to be built if market improves.
- (5) A base density of 1.25 FAR shall continue, as per the current designation. A bonus density of up to an additional 0.5 FAR may be permitted if built affordable housing is provided. The bonus FAR must be split as per the ratios provided in the Amendment Bylaw (e.g. 40% Residential use may have a base residential FAR of 0.5 and bonus residential density of 0.2 FAR if built affordable housing is provided). The additional employment floor area must also be built, if the bonus residential area is developed, to ensure compliance with the approved ratio of employment: residential use.
- (6) To prevent only residential uses being developed and no employment uses, all Rezoning, Development Permit and Building Permit applications must meet the selected Development Scenario land use ratio that restricts the maximum percentage of residential floor space.
- (7) Development fronting along Garden City Road should be restricted to Employment and Institutional (not residential) uses only.
- (8) Development fronting along Odlin Road and Dubbert Street, south of Tomicki Avenue, should continue to conform to Section 8.2.3 Character Area 3 – The High Street, in the +Area Plan.
- (9) The maximum height of 6 storeys (25 m) should be limited to westerly portions of the Development Blocks. The height is made available to accommodate the base density of 1.25 FAR + 0.5 FAR bonus density (Max 1.75 FAR) within each development block. This is to provide a transition to the City Centre to the west and to stimulate development of employment generating commercial space.
- (10) Minimum lot size and orphaned properties of 0.4 ha (1.0 ac) or less, should not be permitted, in order to facilitate development as anticipated in the WCAP and not to perpetuate non-conforming uses (e.g. single detached homes).
- (11) Development of Live-Work spaces should be prohibited to protect the viability of the office and commercial developments, as they are regarded as residential uses and detract from employment spaces.
- (12) Developers should be expected to provide at time of rezoning, a voluntary Community Amenity contribution in addition to the Local DCC's to help pay for local and city-wide amenities.

- (13) Notwithstanding the amendments to allow residential uses within the existing Mixed Employment area identified in the WCAP, development shall be required to conform to the above restrictions in addition to the Area Plan policies, including the ANSD policies.
- (14) Section 9.3, Implementation Strategy the initial 2006 affordable housing requirements will be replaced by requiring that at least 5% of total maximum buildable sq. ft. of residential floor area is provided as built affordable housing units (minimum of 4 units).



**Richmond Official Community Plan Bylaw 7100 and 9000
Amendment Bylaw 9122 (West Cambie Area Plan)**

The Council of the City of Richmond, in open meeting assembled, enacts as follows:

1. Richmond Official Community Plan Bylaw 7100 is amended in Schedule 2.11A by the following:
 - a) Section 8.1.6 - under sub-heading “Lessening the Impact of Aircraft Noise”, delete the paragraph in the second bullet, and insert:
 - “There shall be no new lots for single detached housing within the Alexandra Neighbourhood (as identified on the 2041 OCP Aircraft Noise Sensitive Development Map).”
 - b) Section 8.1.6 – under the sub-heading “Building Relationship with Streets” insert a bulleted paragraph as follows:
 - “The employment components of mixed use buildings should be oriented towards the arterial road network (Garden City Road and Cambie Road) to provide a consistent and complementary streetscape with future development on the west side of Garden City Road. Residential and ancillary uses should be inward oriented towards the collector roads (e.g. Dubbert Street).”
 - c) Section 8.2 – for the map titled “Alexandra Neighbourhood Character Areas Map” – in the Legend delete: “Business Office” and insert: “Mixed Use Employment-Residential”.
 - d) Section 8.2.1 – for the map titled “Neighbourhood Character Area 1- Business Office Map” - insert labelling as follows:
 - The development block formed by Cambie Road to the north, Garden City Road to the west, the McKim Way alignment to the south and the Dubbert Street alignment to the east shall be labelled as “Block 1”.
 - The development block formed by the McKim Way alignment to the north, Garden City Road to the west, Odlin Road to the south and the Dubbert Street alignment to the east shall be labelled as “Block 2”.
 - The development block formed by Odlin Road to the north, Garden City Road to the west, Alexandra Road to the south and the Dubbert Street alignment to the east shall be labelled as “Block 3”.

- e) Section 8.2.1 – Delete the title of this section,
“CHARACTER AREA 1 – BUSINESS OFFICE”
and insert:
“CHARACTER AREA 1 – MIXED USE EMPLOYMENT-RESIDENTIAL”
- f) Section 8.2.1 – Delete the title of the map,
“Character Area 1 – Business Office Map”
and insert:
“Character Area 1 – Mixed Use Employment-Residential Map”
- g) Section 8.2.1- Delete last sentence of paragraph 1,
“No residential uses are permitted in this area, due to the City’s OCP Aircraft Noise Sensitive Development Policy”
and insert:
“Multi-family residential uses may be permitted, subject to the applicable provisions of this Area Plan, Section 8.1.6 Architectural Elements - Lessening the Impact of Aircraft Noise, and the 2041 OCP Aircraft Noise Sensitive Development Policy.”
- h) Section 8.2.1 – under sub-heading “Land Uses”, and after the bullet “Office commercial”, insert the following,
- “Bio-tech, research, and labs
 - Information technology (IT), media/software
 - Institutional (private and public) including medical facilities”
- i) Section 8.2.1 – under sub-heading “Land Uses” insert bullet:
- “**Multi-family housing** with accessory uses, amenities and community facilities. Residential and associated accessory uses shall be comprised of a maximum of 70% of the total floor area within Development Blocks 1, 2 and 3, as identified in the Character Area 1 – Mixed Use Employment-Residential Map”.
- j) Section 8.2.1 – under sub-heading “Floor Area Ratio” delete the bullet and insert:
- The total building area within each Development Block 1, 2 and 3, excluding underground parking, shall be no greater than a total of 1.25 FAR (excluding bonus density of 0.5 FAR for built affordable housing).
 - The maximum FAR for residential use, based a minimum of 30% Employment space, shall be 0.875 Base FAR with up to 0.35 Bonus FAR if at least 5% of the residential building area (minimum of 4 units) is provided as built Affordable Housing units.
- k) Section 8.2.1 – After sub-heading “Site Coverage” insert new sub-heading and text:
“**Phasing of Development**”
- All Rezoning, Development Permit and Building Permit applications shall ensure that a minimum of 30% employment floor area and maximum 70% residential

floor area (and associated residential accessory uses) is maintained throughout each phase within the applicable Development Block.”

- l) Section 8.2.1 – In sub-heading “Height” insert after the first bullet:
 - Minimum of two storeys (8m) and up to six storeys (25m) adjacent to the west boundary of each Development Block along Garden City Road.
 - m) Section 8.2.1 – In sub-heading “Site Coverage”, delete bullet and insert:
 - Depends on uses and configuration.
 - n) Section 8.2.1 – In sub-heading “Additional Building Design Considerations” insert bullet:
 - “Stand alone, single-use buildings and/or mixed-use buildings may be considered, provided that they form part of a comprehensive plan for each Development Block, 1, 2 and 3.”
 - o) Section 8.2.3 - **Character Area 3 - The High Street Map** - in the “Legend” delete: “Business Office”
and insert:
“Mixed Use Employment-Residential”
 - p) Section 9.3 – **Alexandra Neighbourhood Land Use Map** – in the “Legend” delete: “Business/Office - office over retail FAR up to 1.25”
and insert:
“Mixed Use Employment-Residential (Maximum 70% Residential) – base FAR of 1.25 (Max. 1.75 FAR with density bonus for built affordable housing)”.
 - q) Section 9.3.2 – **Alexandra Development Framework** – in **Objective 3, Policies**, and after “**Developer Contributions – Public Amenities**”,
insert new sub-heading and paragraph after paragraph g);
“**Affordable Housing in the Mixed Use Employment-Residential Area**
h) At least 5% of the total residential building area (a minimum of 4 units) is required in the form of built affordable housing units. Cash-in-lieu contributions are not acceptable and the 2006 *West Cambie - Alexandra Interim Amenity Guidelines* as they relate to affordable housing contributions will not apply”.
2. Richmond Official Community Plan Schedule 1 of Bylaw 9000 is amended as follows:
- a) *Attachment 1* – revise the “City of Richmond 2041 OCP Land Use Map” for the designated lands, changing the Land Use and the light blue shading from: “Mixed Employment” to: “Mixed Use” with the corresponding orange shading.
 - b) Section 3.6.3 – Under sub-heading “Aircraft Noise Sensitive Development Management”, revise the “Aircraft Noise Sensitive Development Map” (pg 3-71) as follows:

Revise the map to repeal the designation of the “Business Office” lands, as identified in OCP Schedule 2 of Bylaw 7100, 2.11A West Cambie Area Plan, Section 8.2.1 of the Alexandra Neighbourhood Character Areas Map from: “Area 1A”

and insert:
“Area 2” designation.

3. This Bylaw may be cited as **“Richmond Official Community Plan Bylaw 7100 and 9000, Amendment Bylaw 9122”**.

FIRST READING

PUBLIC HEARING

SECOND READING

THIRD READING

ADOPTED

_____	CITY OF RICHMOND

_____	APPROVED by
_____	APPROVED by Manager or Solicitor

MAYOR

CORPORATE OFFICER



City of
Richmond

100% EMPLOY (NOT RECOMMENDED)

Bylaw 9120

Richmond Official Community Plan Bylaw 7100

Amendment Bylaw 9120 (West Cambie Area Plan)

The Council of the City of Richmond, in open meeting assembled, enacts as follows:

1. Richmond Official Community Plan Bylaw 7100 is amended by inserting the following text amendment to Schedule 2.11A, Section 8.2.1 – under sub-heading “Land Uses”, and after the bullet “Office commercial.”,
 - Bio-tech, research, and labs
 - Information technology (IT), media/software
 - Institutional (private and public) including medical facilities”
2. This Bylaw may be cited as “**Richmond Official Community Plan Bylaw 7100, Amendment Bylaw 9120**”.

FIRST READING

PUBLIC HEARING

SECOND READING

THIRD READING

ADOPTED

_____	CITY OF RICHMOND

_____	APPROVED by
_____	APPROVED by Manager or Solicitor

MAYOR

CORPORATE OFFICER



**Richmond Official Community Plan Bylaw 7100 and 9000
Amendment Bylaw 9121 (West Cambie Area Plan)**

The Council of the City of Richmond, in open meeting assembled, enacts as follows:

1. Richmond Official Community Plan Bylaw 7100 is amended in Schedule 2.11A by the following:
 - a) Section 8.1.6 - under sub-heading “Lessening the Impact of Aircraft Noise”, delete the paragraph in the second bullet,
and insert:
 - “There shall be no new lots for single detached housing within the Alexandra Neighbourhood (as identified on the 2041 OCP Aircraft Noise Sensitive Development Map).”
 - b) Section 8.1.6 – under the sub-heading “Building Relationship with Streets” insert a bulleted paragraph as follows:
 - “The employment components of mixed use buildings should be oriented towards the arterial road network (Garden City Road and Cambie Road) to provide a consistent and complementary streetscape with future development on the west side of Garden City Road. Residential and ancillary uses should be inward oriented towards the collector roads (e.g. Dubbert Street).”
 - c) Section 8.2 – for the map titled “Alexandra Neighbourhood Character Areas Map” – in the Legend delete “Business Office”
and insert:
“Mixed Use Employment-Residential”.
 - d) Section 8.2.1 – for the map titled “Neighbourhood Character Area 1- Business Office Map” - insert labelling as follows:
 - The development block formed by Cambie Road to the north, Garden City Road to the west, the McKim Way alignment to the south and the Dubbert Street alignment to the east shall be labelled as “Block 1”.
 - The development block formed by the McKim Way alignment to the north, Garden City Road to the west, Odlin Road to the south and the Dubbert Street alignment to the east shall be labelled as “Block 2”.

- The development block formed by Odlin Road to the north, Garden City Road to the west, Alexandra Road to the south and the Dubbert Street alignment to the east shall be labelled as “Block 3”.
- e) Section 8.2.1 – Delete the title of this section,
“CHARACTER AREA 1- BUSINESS OFFICE ”
and insert:
“CHARACTER AREA 1 – MIXED USE EMPLOYMENT-RESIDENTIAL ”
- f) Section 8.2.1 – Delete the title of the map,
“Character Area 1- Business Office Map”
and insert:
“Character Area 1 – Mixed Use Employment-Residential Map”
- g) Section 8.2.1- Delete last sentence of paragraph 1,
“No residential uses are permitted in this area, due to the City’s OCP Aircraft Noise Sensitive Development Policy. ”
and insert:
“Multi-family residential uses may be permitted, subject to the applicable provisions of this Area Plan, Section 8.1.6 Architectural Elements - Lessening the Impact of Aircraft Noise, and the 2041 OCP Aircraft Noise Sensitive Development Policy.”
- h) Section 8.2.1 – under sub-heading “Land Uses”, and after the bullet “Office commercial”, insert the following,
 - “Bio-tech, research, and labs
 - Information technology (IT), media/software
 - Institutional (private and public) including medical facilities”
- i) Section 8.2.1 – under sub-heading “Land Uses” insert bullet:
 - “**Multi-family housing** with accessory uses, amenities and community facilities. Residential and associated accessory uses shall be comprised of a maximum of 40% of the total floor area within Development Blocks 1, 2 and 3, as identified in the Character Area 1 – Mixed Use Employment-Residential Map”.
- j) Section 8.2.1 – under sub-heading “Floor Area Ratio” delete the bullet
and insert:
 - The total building area within each Development Block 1, 2 and 3, excluding underground parking, shall be no greater than a total of 1.25 FAR (excluding bonus density of 0.5 FAR for affordable housing).
 - The maximum FAR for residential use, based a minimum of 60% Employment space, shall be 0.5 Base FAR with up to 0.2 Bonus FAR if Affordable Housing is provided as built Affordable Housing units.
 - A minimum of 0.75 FAR of Employment Space shall be completed prior to developing residential space above the first 0.25 FAR
- k) Section 8.2.1 – After sub-heading “Site Coverage” insert new sub-heading and text:

“Phasing of Development

- All Rezoning, Development Permit and Building Permit applications shall ensure that a minimum of 60% employment floor area and maximum 40% residential floor area (and associated residential accessory uses) is maintained throughout each phase within the applicable Development Block.”
- l) Section 8.2.1 – In sub-heading “Height” insert after the first bullet:
- Minimum of two storeys (8m) and up to six storeys (25m) adjacent to the west boundary of each Development Block along Garden City Road.
- m) Section 8.2.1 – In sub-heading “Site Coverage”, delete bullet and insert:
- Depends on uses and configuration.
- n) Section 8.2.1 – In sub-heading “Additional Building Design Considerations” insert bullet:
- “Stand alone, single-use buildings and/or mixed-use buildings may be considered, provided that they form part of a comprehensive plan for each Development Block, 1, 2 and 3.”
- o) Section 8.2.3 - **Character Area 3 - The High Street Map** - in the “Legend” delete: “Business Office”
and insert:
“Mixed Use Employment-Residential”
- p) Section 9.3 – **Alexandra Neighbourhood Land Use Map** – in the “Legend” delete: “Business/Office - office over retail FAR up to 1.25”
and insert:
“Mixed Use Employment-Residential (Maximum 40% Residential) – base FAR of 1.25 (Max. 1.75 FAR with density bonus for built affordable housing)”.
- q) Section 9.3.2 – **Alexandra Development Framework** – in **Objective 3, Policies** and after **“Developer Contributions – Public Amenities”**,
insert new sub-heading and paragraph after paragraph g):
“Affordable Housing in the Mixed Use Employment-Residential Area
h) At least 5% of the total residential building area (a minimum of 4 units) is required in the form of built affordable housing units. Cash-in-lieu contributions are not acceptable and the 2006 *West Cambie - Alexandra Interim Amenity Guidelines* as they relate to affordable housing contributions will not apply”.
2. Richmond Official Community Plan Schedule 1 of Bylaw 9000 is amended as follows:
- a) *Attachment 1* – revise the “City of Richmond 2041 OCP Land Use Map” for the designated lands, changing the Land Use and the light blue shading from: “Mixed Employment” to: “Mixed Use” with the corresponding orange shading.

- b) Section 3.6.3 – Under sub-heading “Aircraft Noise Sensitive Development Management”, revise the “Aircraft Noise Sensitive Development Map” (pg 3-71) as follows:

Revise the map to repeal the designation of the “Business Office” lands, as identified in OCP Schedule 2 of Bylaw 7100, 2.11A West Cambie Area Plan, Section 8.2.1 of the Alexandra Neighbourhood Character Areas Map from: “Area 1A”
and insert:
“Area 2” designation.

3. This Bylaw may be cited as **“Richmond Official Community Plan Bylaw 7100 and 9000, Amendment Bylaw 9121”**.

FIRST READING

PUBLIC HEARING

SECOND READING

THIRD READING

ADOPTED

_____	CITY OF RICHMOND
_____	APPROVED by
_____	APPROVED by Manager or Solicitor

MAYOR

CORPORATE OFFICER



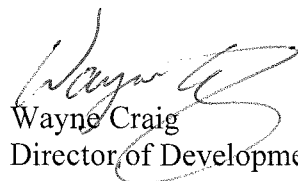
City of Richmond

Report to Committee Planning and Development Department

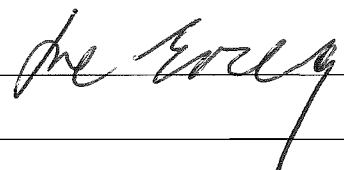
To: Planning Committee
From: Wayne Craig
Director of Development
Date: April 8, 2014
File: RZ 13-641554
Re: Application by James K.M. Cheng Architects for Rezoning at 10060 No. 5 Road from Roadside Stand (CR) and Assembly (ASY) to Site-Specific Assembly (ZASY)

Staff Recommendation

That the application for the rezoning of 10060 No. 5 Road from "Roadside Stand (CR)" Zone and Assembly (ASY)" to "Site-Specific Assembly (ZASY)" be denied.


Wayne Craig
Director of Development

WC:bk
Att.

REPORT CONCURRENCE		
ROUTED TO:	CONCURRENCE	CONCURRENCE OF GENERAL MANAGER
Policy Planning Transportation	<input checked="" type="checkbox"/> <input checked="" type="checkbox"/>	

Staff Report

Origin

James K. M. Cheng Architects has applied on behalf of the Lingyen Mountain Temple (LMT) to rezone a 3.81 ha (9.41 ac) portion of the property at 10060 No.5 Road from “Assembly (ASY)” Zone and “Roadside Stand (CR)” Zone to a new site-specific assembly zone to facilitate the expansion of the existing Buddhist temple on the property, allow intensified dormitory uses, allow increased building height, and reduced required on-site parking. A map and aerial photo showing the location of the subject site is included in Attachment 1.

An amendment to the Official Community Plan to re-designate a 1.93 ha (4.76) portion of the proposed rezoning site from “Agriculture” to “Community Institutional” is also required. In addition to the proposed re-designation to accommodate the temple expansion, the applicant also owns the property at 10320 No. 5 Road, and has applied to remove the “Community Institutional” designation from the western 110 m of the site, and re-designate that portion to “Agriculture”, which would apply the “Agriculture” designation to the entire property at 10320 No. 5 Road.

The proposal would result in a new temple facility, located south of the existing Buddhist temple, with a floor area of 18,463 m² (198,738 ft²) (Attachment 2). With the proposed expansion, the total floor area on the site would be 21,622 m² (232,738 ft²).

Findings of Fact

A Development Application Data Sheet providing details about the development proposal is attached (Attachment 2).

Background

The existing Lingyen Mountain Temple (LMT) is a Buddhist monastery built in 1999 on the north-west corner of the property at 10060 No. 5 Road. The existing temple consists of a prayer hall facing the street, an enclosed courtyard bounded by two (2) monastery wings, and a recitation hall to the east, with a total floor area of 3,159 m² (34,000 ft²). The temple masters have advised staff that they have approximately 10,000 members who reside throughout the Metro Vancouver region, and the expansion is proposed to accommodate the growing congregation.

Project Description

The expansion proposes eight (8) new buildings connected by a covered walkway, arranged around a large central courtyard. The proposed expansion would be located immediately south of the existing temple building which fronts onto No. 5 Road. A site plan showing the location of the existing temple and the proposed expansion is provided in Attachment 3.

The proposed expansion includes seven (7) buildings that would be taller than the maximum 12 m (39 ft.) building height permitted by the existing “Assembly (ASY)” zone. The requested building heights are discussed in detail later in this report.

In addition to expanding the public assembly facilities on-site, the LMT proposes to re-designate the western portion of the property at 10320 No. 5 Road to restore and secure agriculture use over the entire property, and further proposes to intensify agriculture use on the backlands portion of the property at 10060 No. 5 Road. Details of the agricultural compensation proposal are provided later in this report.

Surrounding Development

To the North: Unopened Williams Road and Mylora Golf Club zoned “Golf Course (GC)” and designated “Community Institutional” and “Agriculture” in the Official Community Plan (OCP). A non-farm use application has been submitted to the City of Richmond for this property, to allow non-farm use on the westerly 110 m (360 ft.) of the site and allow subdivision of the existing parcel into five (5) lots fronting No. 5 Road and one (1) large backlands lot (AG 13-646237). Staff are currently reviewing the application and will bring the proposal forward to Planning Committee when all referrals and staff review are completed.

To the East: Highway 99 and farmed agriculture land zoned “Agriculture (AG1)” and designated “Agriculture” in the OCP.

To the South: A church split - zoned “Assembly (ASY)” and “Agriculture (AG1)” and designated “Community Institutional” and “Agriculture” in the OCP.

To the West: No. 5 Road, a church (at the corner of Williams Road and No. 5 Road) zoned “Assembly (ASY)”, and single-family homes zoned “Single Detached (RS1/E)” along No. 5 Road. The church is designated “Community Institutional” and the single-family lots are designated “Neighbourhood Residential” in the OCP.

Related Policies & Studies

Official Community Plan (OCP) Designation

The applicant proposes to amend the Official Community Plan designation to extend the “Community Institutional” designation an additional 110 m to 115 m eastward, for a total of 220 to 225 m designated for institutional uses. While this re-designation proposal to facilitate the proposed temple expansion was conditionally supported by the Agricultural Land Commission (ALC) in 2004, the applicant did not apply first to the City of Richmond for the change in the Agricultural Land Reserve (ALR) but rather applied directly to the ALC. This is not the approved procedure or protocol for such an application, as Council was not provided with an opportunity to review the proposal, and determine if the application should be forwarded to the ALC for consideration.

The applicant also proposes to re-designate the westerly 110 m (360 ft.) of 10320 No. 5 Road from “Community Institutional” to “Agriculture” as part of their commitments to agricultural activity in the area.

The location of the proposed OCP land use changes is provided in Attachment 4.

No. 5 Road Backlands Policy (Policy 5037)

Policy 5037 - the No. 5 Road Backlands Policy – was adopted by Council on March 27, 2000 (Attachment 5). This policy establishes the maximum limit for community institutional uses as 110 m from the property line adjacent to No. 5 Road. This policy applies to properties fronting onto No. 5 Road between Blundell Road to the north and Steveston Highway to the south.

Under the previous rezoning application (RZ 02-213318), Council was advised of the fact that the temple proponents had approached the Agricultural Land Commission directly, and passed a resolution on June 7, 2005 that:

The City send a letter to the Agricultural Land Commission expressing concern that the expanded area for non-farm use was approved without City input.

Staff sent the letter to the Land Commission on July 5, 2005.

As a result of the applicant not applying to the City of Richmond for a non-farm use in 2004, Council is in the position of being asked to comment on an application for a non-farm use that they did not previously review. Staff did query whether further reductions to the extent of the proposed development into the backlands could be accommodated, but the applicant advised that the current proposal reflects the desires of the temple.

The proposed temple expansion at 10060 No. 5 Road would exceed the 110 m limit to non-agricultural uses established by Policy 5037 by 110 m to 115 m, extending the area of Institutional uses to a total of 220 m to 225 m eastward from the property line on No. 5 Road.

Agricultural Land Reserve (ALR)

The subject properties are entirely within the Agricultural Land Reserve (ALR); removal of the parcels from the ALR is not proposed. As described above, the ALC granted the temple conditional approval to extend the non-farm uses to 250 m (820 ft.) west of No. 5 Road on a portion of the site in 2004.

Richmond Agricultural Advisory Committee Review

The Richmond Agricultural Advisory Committee (AAC) considered the application on October 17, 2013. Minutes from the meeting are attached to this report (Attachment 6). The applicant presented their draft farm plan, which features the re-designation of the property at 10320 No. 5 Road to ensure that the entire property is used for farming, drainage improvements on the property at 10320 No. 5 Road, the potential for a working arm relationship with Kwantlen Polytechnic University (KPU), and existing farm activities (fruit tree orchard) on the backlands to the east of the existing temple (and the proposed expansion) will be intensified.

A majority of the AAC members present agreed that the Farm Plan component of the temple expansion proposal responded to the group's primary objective, to secure active farming; however, support was subject to the applicant providing:

- Information to address outstanding drainage and farm plan components;
- Contingency options in the case that the partnership between KPU and the LMT does not occur;
- Submission of updated soil analysis reports for both 10060 and 10320 No. 5 Road; and
- Resolution of items highlighted by staff that require further development.

The AAC requires that the terms listed above are addressed to the satisfaction of staff and that updates are provided to the AAC as information. Staff note that the applicant has since advised that the potential working relationship with Kwantlen Polytechnic University (KPU) is no longer under consideration as part of this application.

Proposed Agricultural Compensation / Improvements

As describe above, the applicant's proposal is to compensate for the expansion of non-farm use at 10060 No. 5 Road by re-designating the westerly 110 m (360 ft.) of 10320 No. 5 Road, from "Community Institutional" to "Agriculture", and enhancing agricultural production of the property, which was reviewed and endorsed by the ALC in 2004. Since the re-designation proposal was reviewed by the City of Richmond's AAC in 2013, the applicant has proposed the following additional efforts in support of agriculture:

- The applicant proposes entering into a 99-year lease with the City of Richmond for the property at 10320 No. 5 Road, to secure the lands for farm use at the discretion of the City.
- The applicant proposes to register an easement across the eastern portion of the temple expansion site at 10060 No. 5 Road (actual dimension to be determined) to provide legal access to the former Fantasy Gardens lands (now owned by the City of Richmond as park) for farm purposes.

Proposed Zoning Bylaw Amendment

The applicant proposes to rezone a 38,060.7 m² (409,682 ft²) or 3.8 ha (9.4 ac) portion of 10060 No. 5 Road from "Agriculture (AG1)" and "Roadside Stand (CR)" to a "Site Specific Assembly (ZASY)" zone to expand the assembly use on the site, allow dormitory uses, and to increase permitted building height to allow one (1) 30 m (98 ft.) high building, four (4) buildings with a height of 21.3 m (70 ft.) and two (2) buildings with a proposed height of 17 m (56 ft.). A small portion of the proposed building featuring a small entry temple, library, administration area and retreat rooms are proposed at a height of 12 m (39 ft.).

While the applicant has offered enhancements to the property at 10320 No. 5 Road as compensation for the expansion onto agricultural land, no zoning changes are proposed for that site, which will remain under the current "Agriculture (AG1)" zone.

Consultation

Prior to submitting a development application to the City, Brook Pooni Associates Inc., on behalf of the LMT, conducted a pre-application public consultation process that included:

- A telephone survey (January 29-February 7, 2013);
- Open House 1 (May 2, 2013); and
- Open House 2 (June 26, 2013).

Staff were provided with a synopsis of the consultation process and the public's responses to the survey and questionnaires that were distributed during the open houses (Attachment7).

Subsequent to initiating an application with the City, the applicant has distributed two (2) information bulletins to the neighbourhood intended to convey project updates and general information related to the proposal.

Ministry of Transportation and Infrastructure (MOTI)

Staff have received correspondence from MOTI indicating that conceptually, the Ministry has no objections to the proposed LMT expansion. However, approval will not be secured until an updated Transportation Impact Study that responds to parameters established by MOTI, and updated pre and post development runoff calculations that are to the satisfaction of MOTI staff are submitted.

Public Input

Staff have received three main categories of public input on the proposed application, as detailed in the following sections.

Correspondence to the City of Richmond

City staff have received a total of 291 responses to the application. Of the responses received, 183 were submitted by residents within Richmond, with 160 in support and 23 opposed. A total of 108 were either from addresses outside of Richmond or did not provide an address, with 100 in favour of the application and 8 opposed. Copies of all correspondence received by the City and maps indicating the addresses provided are provided in Attachment 8.

The primary concerns expressed by the public include:

- Building height
- Traffic generation
- Building footprint / scale of building
- View impact
- Encroachment into the agriculture designated backlands
- Development should be confined to the westerly 110 m (360 ft.) of the site in accordance with City Policy

A number of emails and letters in support of the proposal have been received, with the following aspects supported:

- Established traffic management strategy – for day-to-day operation and for large events
- Established farming of the backlands
- Expansion to accommodate a growing congregation
- Virtues of Buddhist lifestyle
- Education and counselling
- Life enhancement
- Recognition of Richmond as a multicultural centre
- Locating the proposed expansion farther from No. 5 Road
- Demonstrated, well established traffic management strategy, particularly during large events.

Petition / Form Letters from Committee Against Lingyen Mega Retreat (CALMR)

City staff received a formal response from a local citizen's group, which is known as CALMR – Committee Against Lingyen Mega Retreat. This submission includes background information regarding the current application and previous applications submitted for the expansion of the temple. The submission includes signatures/form letters opposed to the development from a total of 624 people, representing 541 residents of Richmond. 267 respondents opposed to the temple expansion are located within the adjacent Shellmont area. A total of 83 letters were submitted from addresses outside of Richmond. Copies of all correspondence submitted by CALMR and maps indicating the addresses provided are provided in Attachment 9 and Attachment 10.

Petition from the Lyngen Mountain Temple Volunteer Committee

The applicant has submitted a petition (Attachment 11) from supporters of the proposed expansion. Signatures were collected at an on-going series of public events held at the temple, and from regularly attending temple members. A total of 5,642 signatures have been submitted, which the applicant has advised are from Richmond residents. Given the late submission of the petition (April 15, 2014) and the scale of the petition, staff are working to map the responses, and will provide information at the Planning Committee meeting on April 23, 2014. The petition also indicates 255 signatures in favour of the proposal from within the Shellmont area to the west of the subject site. Copies of the petition sheets submitted are provided in Attachment 11.

Staff Comments

Analysis

To clarify between the OCP and rezoning applications proposed, the following analysis is organized in two (2) parts.

PART I – OFFICIAL COMMUNITY PLAN (OCP) AMENDMENTS TO REDESIGNATE PORTIONS OF 10060 NO. 5 ROAD AND 10320 NO. 5 ROAD

Proposed OCP Amendments

The applicant proposes to re-designate a portion of the site at 10060 No. 5 Road from “Agriculture” to “Community Institutional” to accommodate the proposed temple expansion. The area of the proposed OCP amendment as it applies to 10060 No. 5 Road is illustrated in Attachment 7. The area in question would extend the “Community Institutional” designation an additional 110 m to 115 m eastward, into the area identified by Council as the “No.5 Road Backlands” where only agricultural uses are permitted.

The applicant has also identified a potential land use designation change for the westerly 110 m (360 ft.) of 10320 No. 5 Road from “Community Institutional” to “Agriculture” as part of their compensation package for the proposed designation changes and temple expansion. This would result in the entire 3.36 ha (8.29 ac) site being designated for agricultural uses.

While the proposal provides an equal 1:1 designation ratio between the additional assembly uses and increased agricultural uses, the temple expansion would be a significant departure from Council Policy 5037 for the No. 5 Road backlands, and would result in focussing all the potential institutional development from both 10060 and 10320 No. 5 Road onto one property.

PART 2 – PROPOSED REZONING TO SITE SPECIFIC ASSEMBLY ZONE (ZASY)

The applicant proposes to rezone the portion of 10060 No. 5 Road as illustrated in Attachment 2, from “Roadside Stand (CR)” zone and “Agriculture (AG1)” zone to a “Site Specific Assembly (ZASY)” zone would permit increased building height, and reduced on-site parking. The proposed temple expansion would fall within the permitted uses, density, lot coverage, setbacks, minimum lot size requirement, landscaping and screening requirements of the “Assembly (ASY)” zone. We note for Committee that although dormitory uses are permitted under the “Assembly (ASY)” zone, the proposed development would result in a substantial scale of dormitory uses and should be further controlled by the site-specific zone.

Density

The Lingyen Mountain Temple expansion proposes a plan of 8 new structures, with a total of 18,463 m² (198,738 ft²) of building area (of which approximately 4,614 m² (49,665 ft²) is covered exterior corridor area linking the buildings). If the expansion as proposed were approved, the total floor area on the site would be 21,622 m² (232,738 ft²). Although the proposed expansion would be a significant increase of useable building area on-site, the proposed development complies with the maximum floor area ratio (0.50 FAR) permitted in the “Assembly (ASY)” zone. Of concern to staff is that because of the large size of the area proposed to be rezoned 3.8 ha (9.4 ac.), the scale and magnitude of the proposed expansion would result in a building character not anticipated in this area.

Height

The proposed site-specific institutional zone would allow maximum permitted building heights up to 30 m (99 ft.), 2.5 times higher than the maximum 12 m (39 ft.) building height permitted by the “Assembly (ASY)” zone. The proposed building heights are outlined in the table below.

Building #	Building Area	Maximum Building Height	Area of Building Over 12 m in Height (%)
1 – Grand Buddha / Main Temple	4,905 m ² (52,797 ft ²)	30 m (99 ft)	100 %
2 – Teaching Kitchen / Anteroom (north)	1,558 m ² (16,770 ft ²)	21.3 m	100 %
3 – Consultation / Workshop space(south)	1,558 m ² (16,770 ft ²)	21.3 m	100 %
4 – Monastic Cells (North)	1,181 m ² (12,712 ft ²)	17 m	100 %
5 – Monastic Cells (South)	1,181 m ² (12,712 ft ²)	17 m	100 %
6 – Ksitigarbha Temple (north)	1,154 m ² (12,421 ft ²)	21. 3 m	100 %
7 - Avalokitesvara Temple (south)	1,154 m ² (12,421 ft ²)	21. 3 m	100 %
8 – Administration / Entrance Temple	3,263 m ² (35,122 ft ²)	12 m	0
Covered Walkways	2,508 m ² (26,996 ft ²)	12 m	0

These buildings are identified on the last page of Attachment 2.

The tallest proposed building would be the 30 m (98 ft.) tall Multipurpose Hall/Grand Buddha Temple, which is proposed to be located at the easternmost point of the proposed development, farthest from No. 5 Road. Four (4) buildings with a height of 21.3 m (70 ft.) and two (2) buildings with a proposed height of 17 m (56 ft.) are also proposed. A small portion of the proposed building featuring a small entry temple, library, administration area and retreat rooms are proposed at the 12 m (39 ft) height limit of the “Assembly (ASY)” zone.

Based on the information provided by the applicant, staff note that of the total 18,462 m² (198,723 ft²) new building area proposed, 12,691 m² (136,605 ft²), or 68.7 % of the new building would exceed the 12 m (39 ft) height limit of the “Assembly (ASY)” zone.

Staff requested revisions to the proposed design to minimize the extent of proposed building that would exceed the 12 m (39 ft) maximum height of the “Assembly (ASY)” zone, but the applicant declined to make these changes, and advised that the current proposal reflects the desires of the temple for the expansion.

Staff note that while there have been variances granted for sites under the “Assembly (ASY)” zone, staff have serious concerns with the scope of the requested height variance for the proposed temple expansion. Staff have undertaken a review of variances granted along the No. 5 Road institutional area and no other variance granted has been for a building height greater than 21.3 m (70 ft), and the majority of these variances were granted to accommodate decorative architectural features, such as domes or spires. There is no precedent for a variance of this magnitude for built floor area and roof lines of the scale proposed.

Staff acknowledge that the architect proposes a classical Chinese architectural style of building characterized by prominent roof design, and a traditional gradual and proportional increase in building sizes and heights in accordance with an established structured geometry and order. However, the extent of the proposed building height variance is a significant increase in established norms with the city.

The visual and physical impact of the proposed building heights is of concern to staff, as the taller roof profiles will be visible from the surrounding context. The looming affect, which results from the relationship between the height of a structure and its distance from adjacent uses is also of concern.

Dormitory Use

The temple currently accommodates 47 permanent resident nuns on the property, which would be increased to 100 under the proposed expansion. In addition, the applicant advises that the expanded temple will accommodate an increased capacity for on-going retreats. The temple accommodates up to 12 retreats per year which last between 1 and 7 days, with 20 to 30 persons staying overnight. There are also two annual retreats which are attended by 100 persons, for two days. The proposed temple expansion would result in an increase in dormitory capacity as outlined in the following table:

Dormitory Use Summary

Use	Current	Proposed	Increase
Resident Nuns / Monks (full time residence)	47	100	53
Monthly Retreat	30	60	30
Special Retreat (2 per year)	100	200	100

Parking

The applicant's consultant, Bunt and Associates, has submitted a Traffic Impact Study (TIS) that considers parking and traffic volumes. The TIS advises that the projected parking demand on a typical Sunday is approximately 206 vehicles in 2015 and up to 304 vehicles by 2025, which can be accommodated by the proposed parking supply of 456 spaces. The traffic consultant stated that in their opinion a special parking rate was justified and the 456 spaces would be adequate.

The traffic consultant was required to undertake a study of the required number of bylaw required vehicle parking, bicycle parking and loading stalls. As shown in the following table, the bylaw requirements are significantly greater than the parking proposed for the temple expansion.

	Bylaw	Proposed
Vehicle parking	981	456
Bicycle parking		
Class 1	38	13
Class 2	95	34
Loading		1

We note for Council that calculation of parking requirements for the proposal is based on total floor area. In the case of the subject application, staff have excluded the areas of the building which are identified as monastic cells (2,362 m² or 25,424 ft²) and the areas for covered walkways (2,508 m² or 26,996 ft²).

The applicant's Traffic Impact Study assessed the available conditions on site, and the expected volume of parking / traffic associated with the temple, including special / major events. The traffic consultant felt that measure such as shuttle buses to and from the temple, encouraging transit use, and agreements with nearby commercial areas to share parking during events would be sufficient to accommodate expected patronage at the temple. Details on these arrangements have not been demonstrated to the satisfaction of the City, and concerns remain regarding traffic management and parking during major events.

Staff in the Transportation Division have reviewed the traffic impact study and felt that there was some merit to the proposed response to the parking shortfall, and that many concerns could be addressed by the proposed measures. However, details regarding the securing of the off-site parking during major events still requires additional clarification. The preliminary TIS was forwarded to the Ministry of Transportation and Infrastructure for comment, and the Ministry did not raise concerns.

Staff remain concerned that the parking shortfall based on proposed floor area will result in on-street parking impacts in the surrounding residential areas, especially during major events such as Chinese New Year or the temple's celebration of the birthday of Buddha.

No. 5 Road Backlands Policy (Policy 5037)

Council Policy 5037 (Attachment 5) was adopted in 2002 to regulate the development of institutional uses on agricultural lands, focusing on the east side of the No.5 Road corridor. This policy establishes a maximum depth of institutional use of 110 m from the property line fronting No. 5 Road.

The proposed expansion of the temple would extend the institutional use a further 110 m to 115 m into the agricultural backlands, to a point 220 m to 225 m from the No. 5 Road property line on the west of the site. The applicant has recently revised their proposal and site design to ensure that the area proposed for re-designation to “Community Institutional” for the site at 10060 No. 5 Road is equivalent to the area proposed for re-designation to “Agriculture” on the site at 10320 No. 5 Road, achieving a 1:1 re-designation ratio.

Despite the preliminary approval of the expansion and agricultural compensation on the lot at 10320 No. 5 Road by the Agricultural Land Commission in 2004, staff have concerns with the significant variance from Council policy that the subject application represents.

We note for the Committee that the majority of buildings along No. 5 Road meet the 110 m maximum depth for non-farm uses, with the exception of the church immediately south of the subject site at 10160 No.5 Road and a temple at 8480 No. 5 Road. The church has been on the property in its current configuration and location since the 1970's, and pre-dates any Council Policy regarding the No.5 Road backlands, and the temple at 8480 No. 5 Road was approved under a rezoning application in 1992.

Analysis Synopsis

The current and proposed efforts by the Lingyen Mountain Temple to undertake active farming on the 10060 No. 5 Road backlands and at 10320 No. 5 Road, as well as their contributions to the community are noteworthy. Staff acknowledge that as the membership of the temple increases, expansion may be required. However, the proposed height, scale, massing, dormitory use and the number of permanent residents proposed raises significant concerns for staff.

Staff note that the LMT site is among the larger parcels within the city that have the appropriate OCP designation to facilitate assembly use. Parcels that permit assembly uses within the city are typically smaller and therefore accommodate proportionately a less intense form of development that focuses on serving a local rather than regional population. The “Assembly (ASY)” zone is structured so as to permit a built form and density for such a local use.

Staff are of the opinion that the resulting proposed development is out of character with the existing stock of assembly buildings within the city.

Therefore, the proposed expansion of the LMT is not supported by staff on the following basis:

- The proposal does not comply with existing policies that were cooperatively developed between the City and the ALC and establish conditions for consideration of assembly use. Although the proposed expansion of non-farm use into the 10060 No. 5 Road backlands

is conditionally supported by the ALC, Richmond City Council was not provided an opportunity to provide input prior to the decision.

- The proposed LMT expansion will introduce a development that is significantly larger than any assembly building(s) within the city generally and within the No. 5 Road institutional corridor specifically.
- Sites with assembly use potential are generally smaller, which combined with the ASY zone limitation of density to 0.50 FAR implies that the intended function of the zone is to accommodate local, rather than regional assembly use.
- The proposed building height, due to the roof character and form, is significantly more expansive than existing building height variances that have been supported for limited building architectural features.
- The tall buildings proposed will be visually prominent from a distance and have a looming affect on the site's adjacencies.
- Traffic management and parking arrangements for major events have not been demonstrated to the satisfaction of the City, and the shortfall in parking and the impacts on adjacent residential areas could be significant.
- The scale of the regular retreat dormitory use, combined with the 100 permanent resident nuns and monks is significant and would represent a residential densification not contemplated for the No. 5 Road Backlands.

Financial Impact or Economic Impact

No financial or economic impact is anticipated as a result of the proposed development.

Options for Consideration

Staff acknowledge that the proponents of the Lingyen Mountain Temple expansion have outlined a compensation package that might merit consideration, in terms of benefit to agriculture in the area. In light of this, staff have outlined 3 possible options that Council could consider.

1. Deny the Rezoning Application (*Recommended*): If the application is denied, the applicant would not be able to re-apply for a similar rezoning for a minimum of one year, consistent with the requirements of Richmond Zoning Bylaw 8500.
2. Refer the application back to staff, if a concentration of uses on the site at 10060 No. 5 Road is acceptable to Planning Committee. Under this scenario, staff would:
 - a. Work with the applicant to bring back a proposal that better responds to the 12 m height limit of the "Assembly (ASY)" zone for all proposed structures;
 - b. Work with the applicant to fine-tune the Traffic Impact Study regarding parking and traffic impacts arising from the proposal;
 - c. Work with the applicant on further refining the agricultural compensation proposal, including referral back to the Richmond Agricultural Advisory Committee (AAC); and
 - d. Work with the applicant to clarify and develop regulations related to the proposed dormitory uses.

It is anticipated that staff would not be in a position to report back to Planning Committee until 2015.

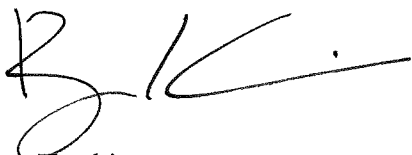
3. Refer back to staff to bring forward the necessary rezoning and Official Community Plan bylaws in support of the current proposal. If this is the option supported by the Planning Committee, staff would:
 - a. Work with the applicant to refine the Traffic Impact Study regarding parking and traffic impacts arising from the proposal;
 - b. Work with the applicant on further refining the agricultural compensation proposal, including referral back to the Richmond Agricultural Advisory Committee (AAC); and
 - c. Work with the applicant to clarify and develop regulations related to the proposed dormitory uses.

It is anticipated that staff would require considerable discussion with the applicant and the Ministry of Transportation and Infrastructure (MOTI) before being able to report back to Planning Committee.

Conclusion

The intention of the existing OCP land use designation and the No. 5 Road Backlands Policy is to achieve net agricultural benefit and accommodate institutional use within the City. Although the proposal will expand active agriculture use and protection of land with demonstrable agriculture value, and the Lingyen Mountain Temple's contributions to the community are acknowledged, the impacts associated with the proposed building height and massing are significant. The scale of the proposal's departure from established norms within both the No. 5 Road institutional corridor and the City generally, are significant and staff do not support the proposed LMT expansion as proposed.

It is recommended that the requested rezoning from "Assembly (ASY)" zone and "Roadside Stand (CR)" zone to "Site-Specific (ZASY)" zone, and that that the proposed Official Community Plan Amendment to amend the land use designation for a portion of the lot at 10060 No. 5 Road from "Agriculture" to "Community Institutional", and re-designate a portion of 10320 No. 5 Road from "Community Institutional" to "Agriculture" be denied.



Barry Konkin
Program Coordinator – Development

BK:rg
Attachment 1: Location Map
Attachment 2: Conceptual Site Plan / Design Drawings
Attachment 3: Development Application Data Sheet

Attachment 4: Plan of Official Community Plan Designation Changes Including 10320 No. 5 Road

Attachment 5: Council Policy 5037 – No. 5 Road Backlands

Attachment 6: Minutes of the Agricultural Advisory Committee, October 17, 2013

Attachment 7: Public Consultation Summary Submitted by Brook Pooni

Attachment 8: Public Correspondence Received by the City (291 pieces of correspondence)

Attachment 9: Public Correspondence Submitted to the City by CALMR for the Shellmont Area (266 responses)

Attachment 10: Correspondence Submitted to the City by CALMR for Other Areas of Richmond (353 responses)

Attachment 11: Petition Submitted by Lingyen Mountain Temple Supporters (5,642 signatures)



City of
Richmond



RZ 13-641554

Original Date: 04/08/14

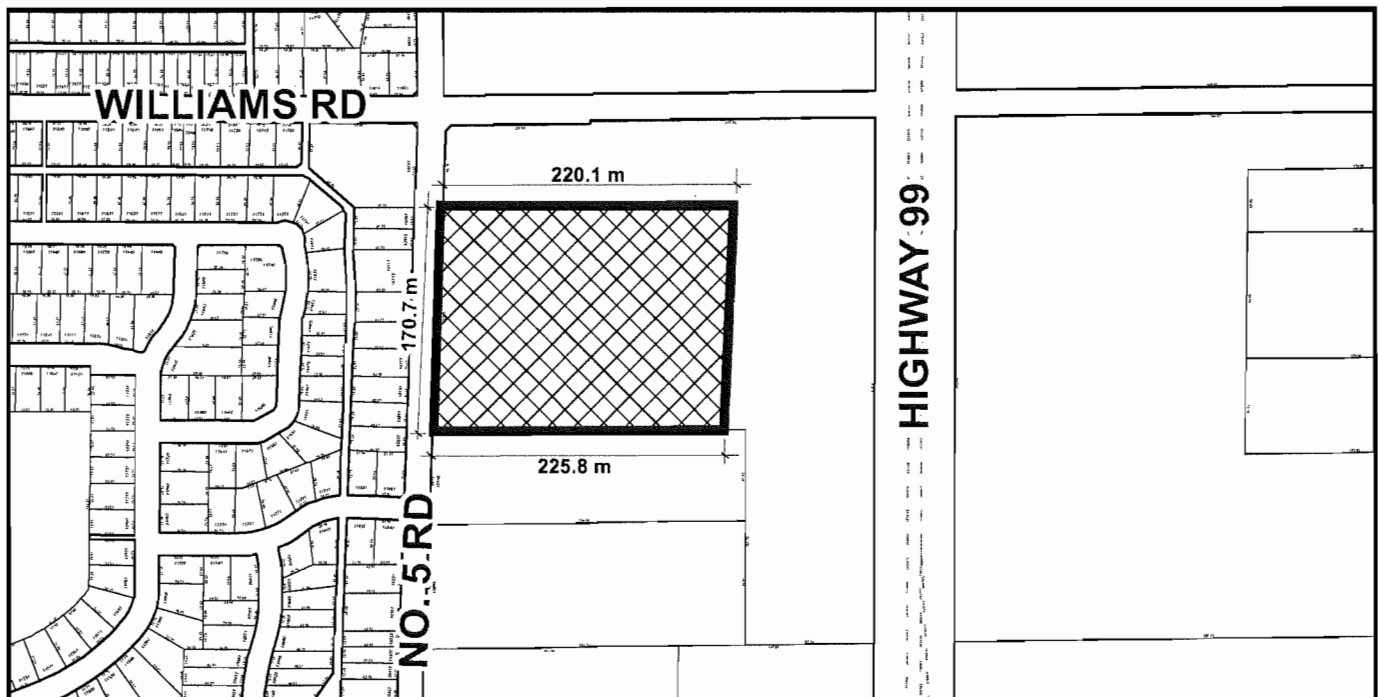
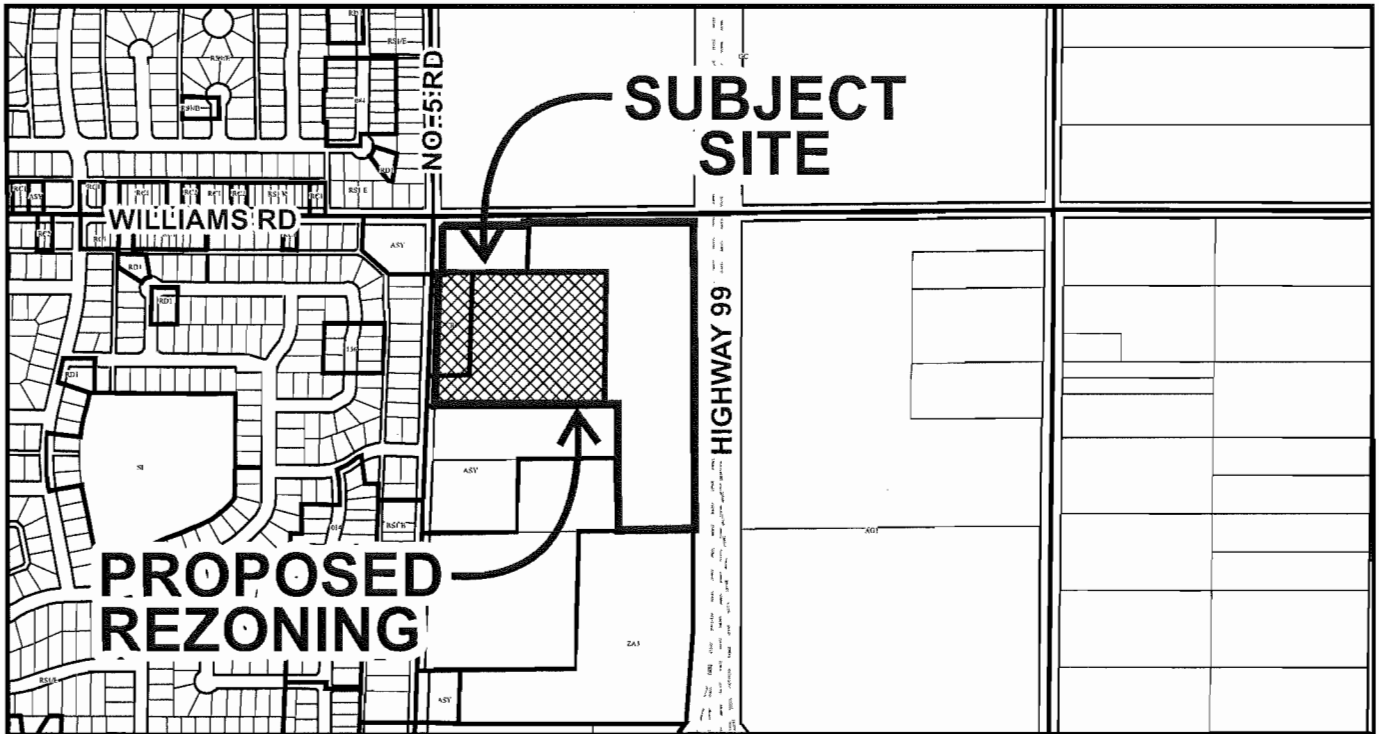
Revision Date: 04/16/14

Note: Dimensions are in METRES

PLN - 275



City of Richmond



RZ 13-641554

Original Date: 04/08/14

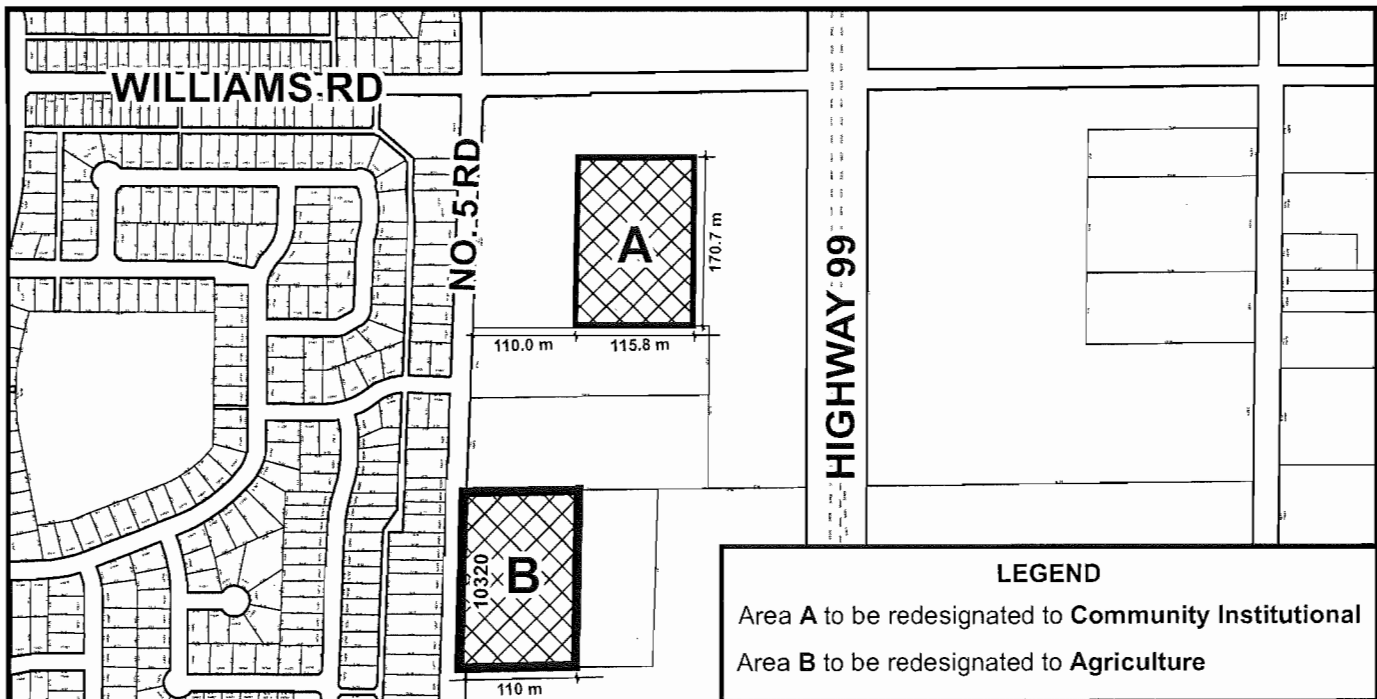
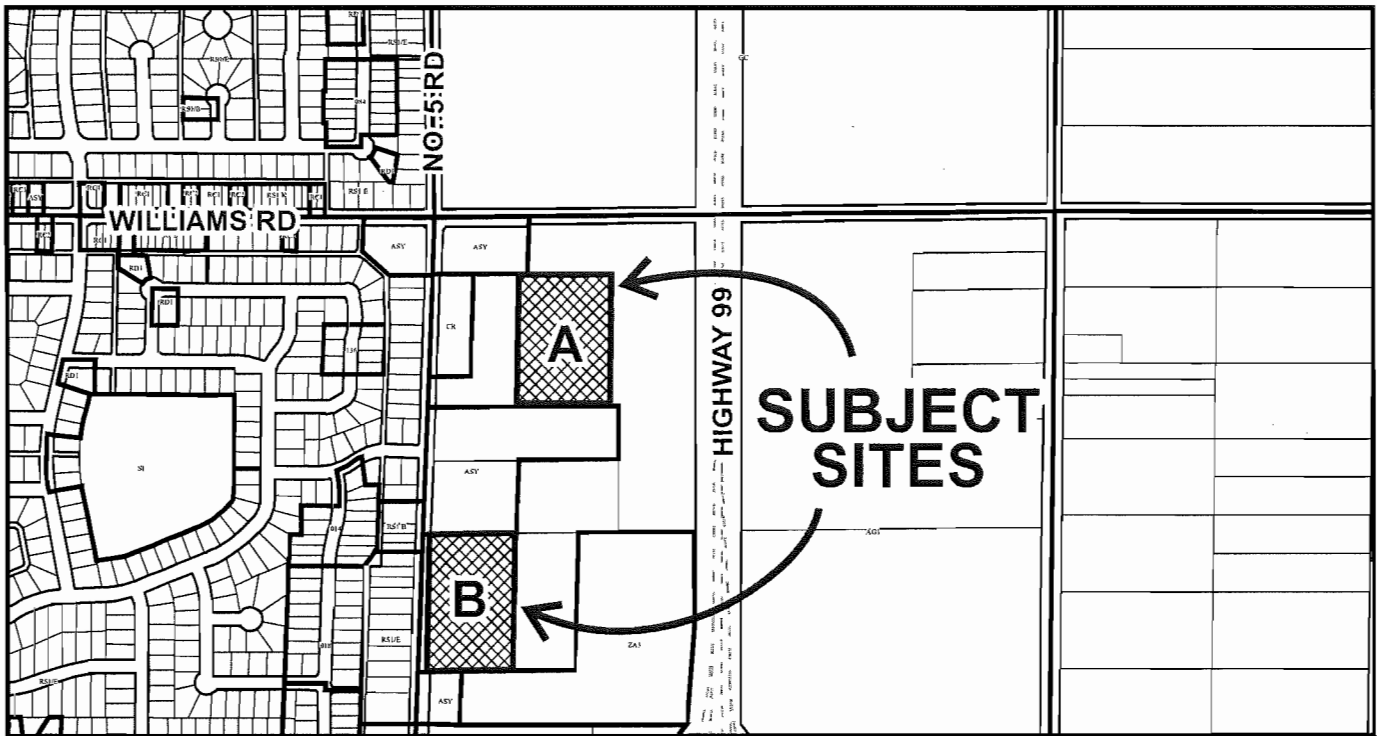
Revision Date: 04/16/14

Note: Dimensions are in METRES

PLN - 276



City of Richmond



Proposed OCP Amendment RZ 13-641554

PLN - 277

Original Date: 04/16/14

Revision Date:

Note: Dimensions are in METRES



RZ 13-641554

Attachment 2

Address: 10060 No. 5 Road

Applicant: James K.M. Cheng Architects

Planning Area(s): No Area Plan for this location

	Existing	Proposed
Owner:	Lingyen Mountain Temple	Lingyen Mountain Temple
Site Size (m²):	10060 No. 5 Road: 91, 973 m ² (22.7 acres) 10320 No. 5 Road: 33,562 m ² (8.29 acres)	10060 No. 5 Road: 91, 973 m ² (22.7 acres) 10320 No. 5 Road: 33,562 m ² (8.29 acres)
Land Uses:	Religious assembly, dormitory, and agriculture	No change - Religious assembly, dormitory, and agriculture
OCP Designation:	10060 No.5 Road: Community Institutional on the westerly 140 m of the site corresponding to the existing LMT Community Institutional on the westerly 110 m along the remaining frontage Agriculture on the remainder of the lot 10320 No. 5 Road: Community Institutional (west 110 m) Agriculture on the remainder of the lot	Community Institutional on the westerly 110 m of the site corresponding to the existing LMT (no change) Community Institutional on the westerly 220 m to 225 m along the remaining frontage (change) Agriculture on the remainder of the lot Agriculture for entire lot (change)
Zoning:	10060 No. 5 Road: Roadside Stand (CR), Assembly (ASY), Agriculture (AG1) 10320 No. 5 Road: Agriculture (AG1)	10060 No. 5 Road: Assembly (ASY), Agriculture (AG1), Site Specific Assembly (ZASY) 10320 No. 5 Road: Agriculture (AG1)
Other Designations:	ALR	ALR

	Bylaw Requirement	Proposed	Variance
Floor Area Ratio:	Max. 0.5	0.497	none permitted
Lot Coverage – Building:	Max. 35%	35%	none
Lot Size (min. dimensions):	Not applicable	Not applicable	none
Setback – Front Yard (m):	Min. 6.0 m	Min. 6.0 m	none
Setback – Side & Rear Yards (m):	Min. 7.5 m	Min. 7.5 m	none
Height (m):	12 m	30 m max	18 m
Off-street Parking Spaces – Total:	1,436	456	980



LINGYEN MOUNTAIN TEMPLE RETREAT: REZONING APPLICATION

February 2014

○ JAMES K.M. CHENG ARCHITECTS



PLN - 280

REZONING SUBMISSION - LINGYEN MOUNTAIN TEMPLE RETREAT - FEBRUARY 2014

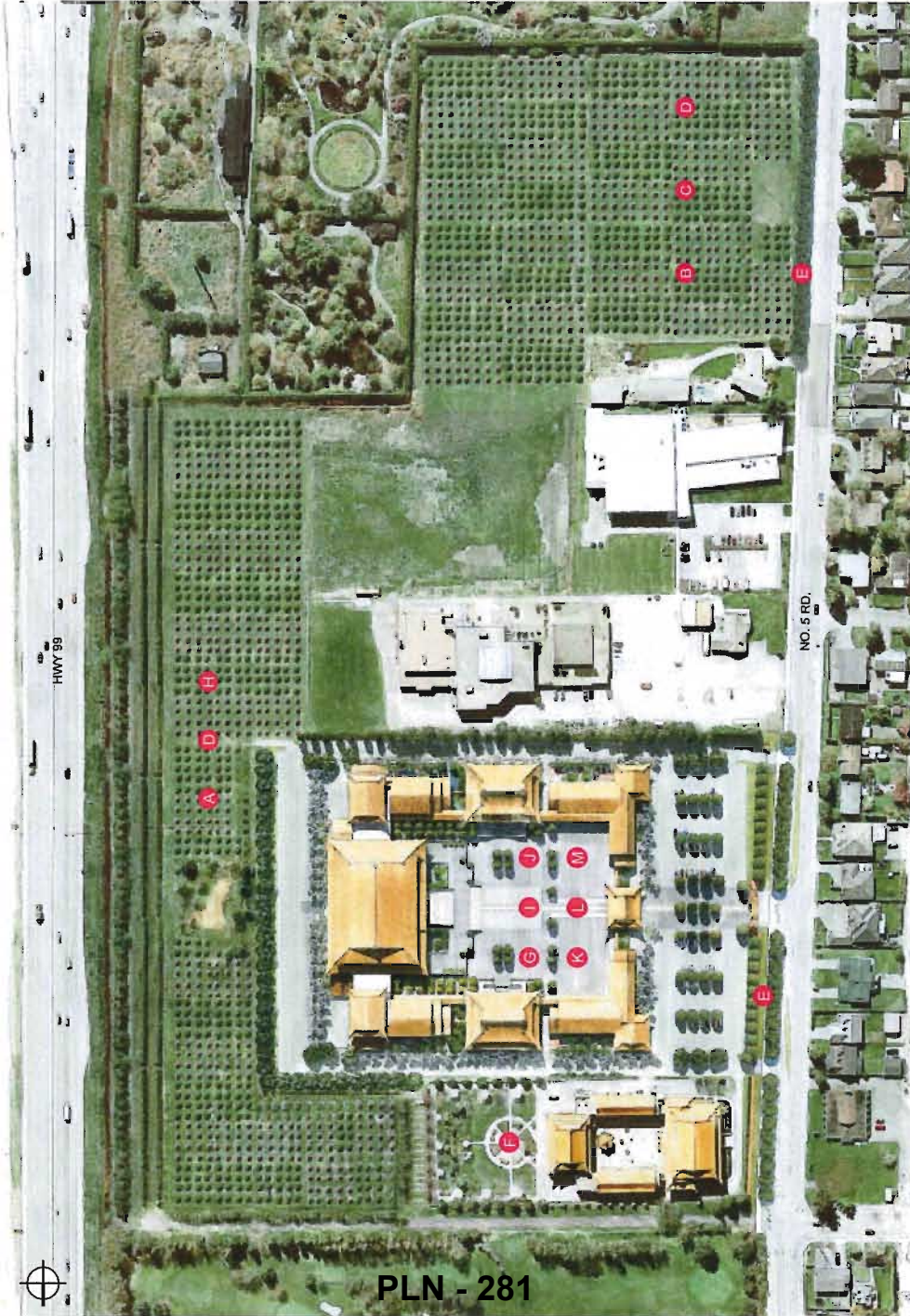
JAMES K.M. CHENG ARCHITECTS | PFS STUDIO
PLANNING • ARCHITECTURE • LANDSCAPE ARCHITECTURE

I.0 EXECUTIVE SUMMARY

I.4 PUBLIC BENEFITS

There are several important public benefits to the Temple rezoning which include:

- A. Extensive planting on the overall site, particularly the site edges, and the agriculture lands will, amongst other things, provide biodiversity, support wildlife, improve the environment, and enhance the visual quality of the neighbourhood;
- B. Consolidation of agriculture lands with good access;
- C. Extensive agriculture lands provided for public education; the proposal is that most of the agriculture lands will be used by a local education institute farm school programming;
- D. Substantially improving the area ground water drainage systems thereby reducing the impact on the existing neighbourhood systems;
- E. Establishing a new sidewalk and new street trees within a new setback along No. 5 Road consistent with streetscape proposed along the Fantasy Garden development;
- F. Public access to the existing Temple park;
- G. Public access to the existing Temple building complex with the exception of the nuns' quarters;
- H. Public access to the Temple's agriculture lands. Fresh produce from these lands will be sold by the Temple to the public;
- I. Children's daycare provided;
- J. Education services including Chinese as a Second Language and counseling;
- K. Vegetarian cooking school;
- L. Free food is available all week for everyone; and
- M. Reflects and enhances the multicultural character of Richmond.



PLN - 281

4.0 URBAN DESIGN ANALYSIS
4.2 SIGHTLINE ANALYSIS



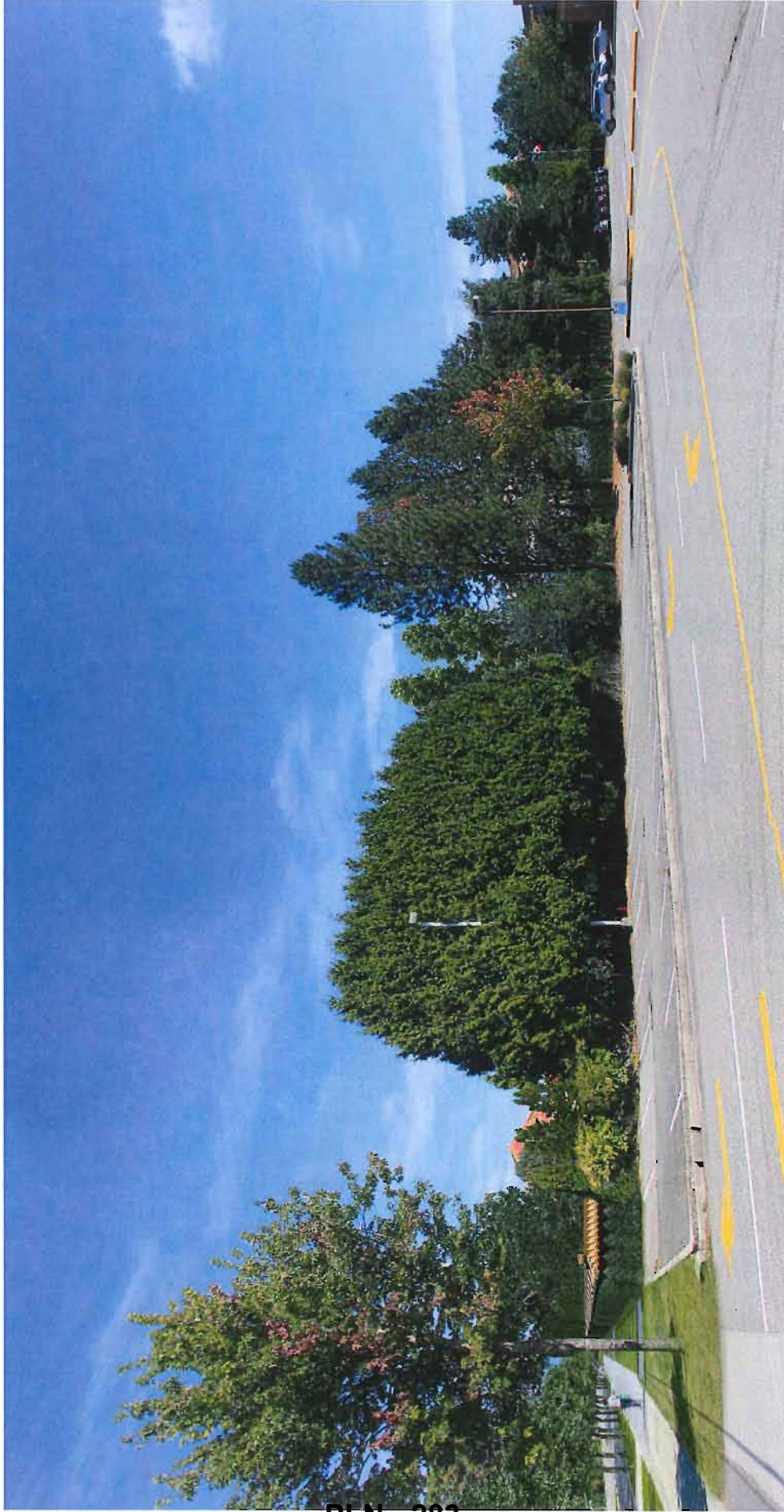
PLN - 282

REZONING SUBMISSION - LINGYEN MOUNTAIN TEMPLE RETREAT - FEBRUARY 2014

JAMES K.M. CHENG ARCHITECTS

PFS STUDIO
PLANNING • ARCHITECTURE • LANDSCAPE DESIGN

4.0 URBAN DESIGN ANALYSIS
4.2 SIGHTLINE ANALYSIS



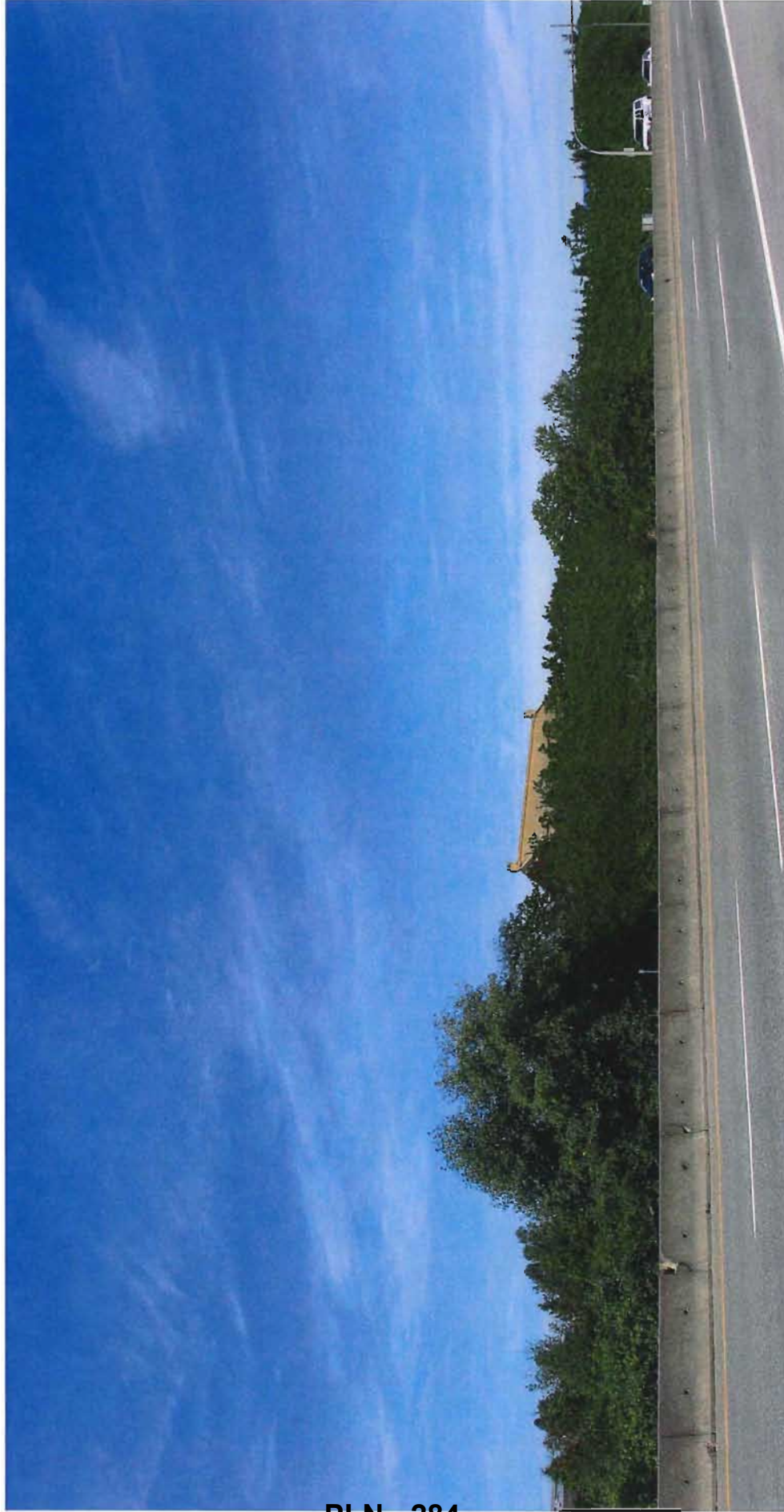
PLN - 283

REZONING SUBMISSION - LINGYEN MOUNTAIN TEMPLE RETREAT - FEBRUARY 2014

JAMES K.M. CHENG ARCHITECTS

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PLANNING • ARCHITECTURE • INTERIOR DESIGN

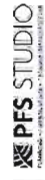
4.0 URBAN DESIGN ANALYSIS
4.2 SIGHTLINE ANALYSIS



PLN - 284

REZONING SUBMISSION - LINGYEN MOUNTAIN TEMPLE RETREAT - FEBRUARY 2014

JAMES K.M. CHENG ARCHITECTS

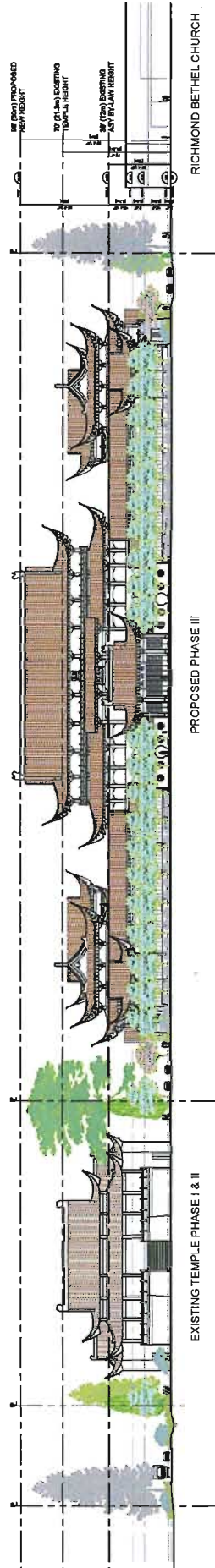


4.0 URBAN DESIGN ANALYSIS 4.4 STREETSCAPE

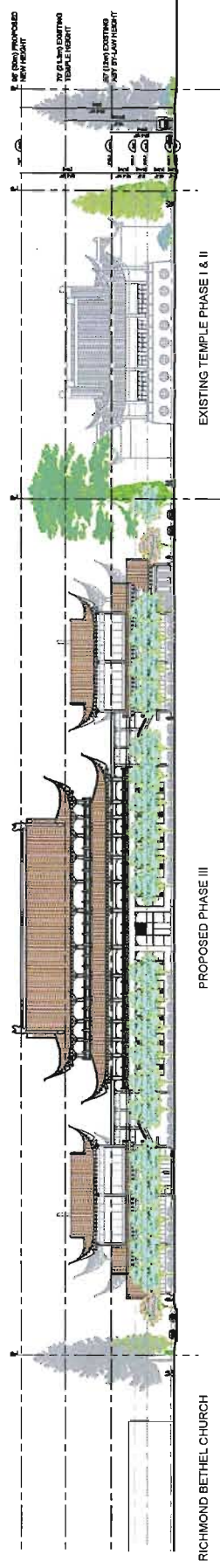


5.0 ARCHITECTURAL DESIGN 5.3 BUILDING ELEVATIONS

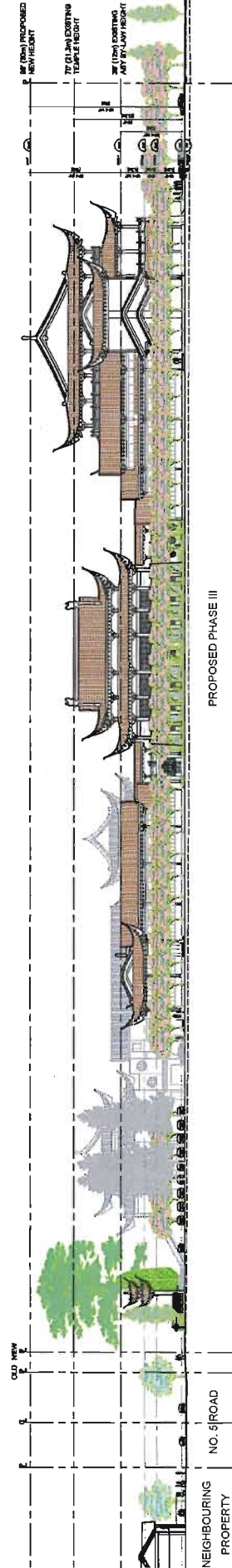
West Elevation - 1/64"=1'-0"



East Elevation - 1/64"=1'-0"



South Elevation - 1/64"=1'-0"



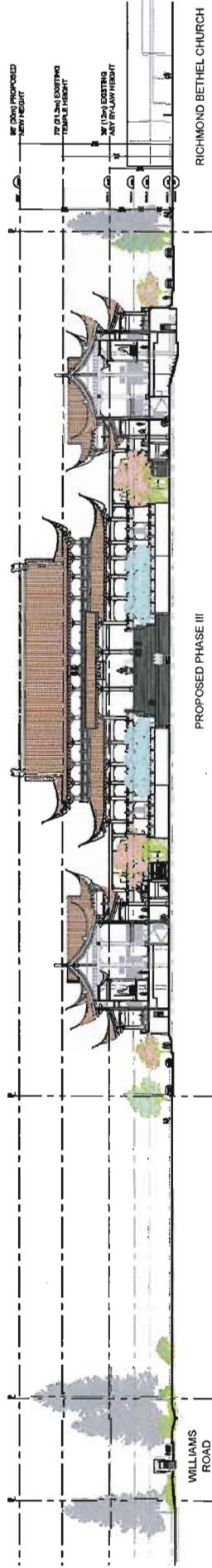
REZONING SUBMISSION - LINGYEN MOUNTAIN TEMPLE RETREAT - FEBRUARY 2014

JAMES K.M. CHENG ARCHITECTS

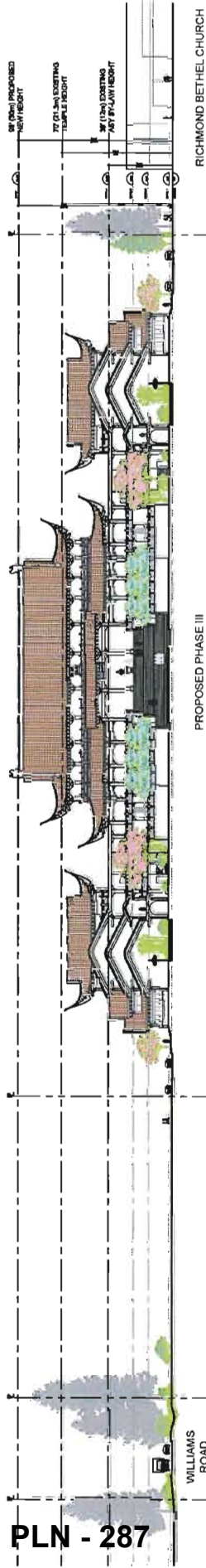
PFS STUDIO

5.0 ARCHITECTURAL DESIGN 5.4 BUILDING SECTIONS

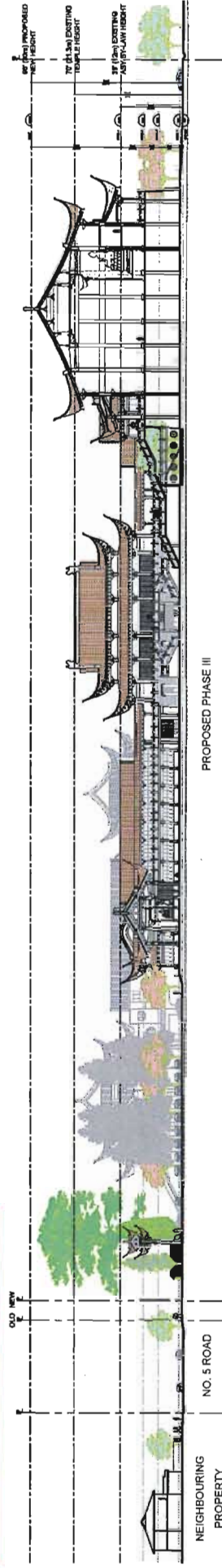
West Section - 1/64"=1'-0"



West Section 2 - 1/64"=1'-0"



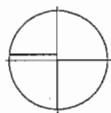
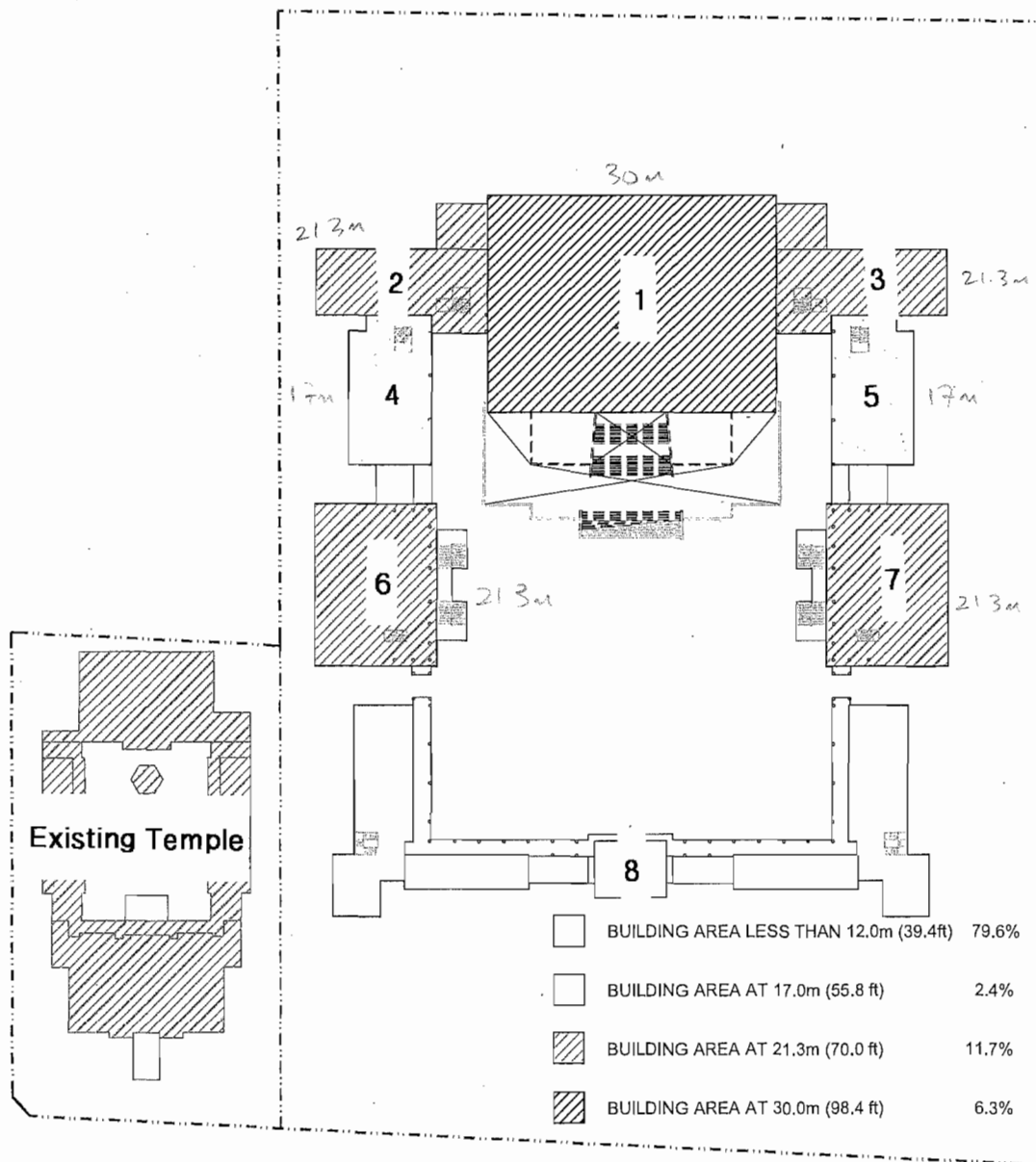
South Section - 1/64"=1'-0"



REZONING SUBMISSION - LINGYEN MOUNTAIN TEMPLE RETREAT - FEBRUARY 2014

JAMES K.M. CHENG ARCHITECTS

PFS STUDIO



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LINGYEN MOUNTAIN TEMPLE RETREAT (2013)
10060 & 10320 NO.5 ROAD, RICHMOND, BC

PROJ. NO.	DATE	SCALE	DR.	REV.
06-803	4DEC13	1/128" = 1'-0"	SC	

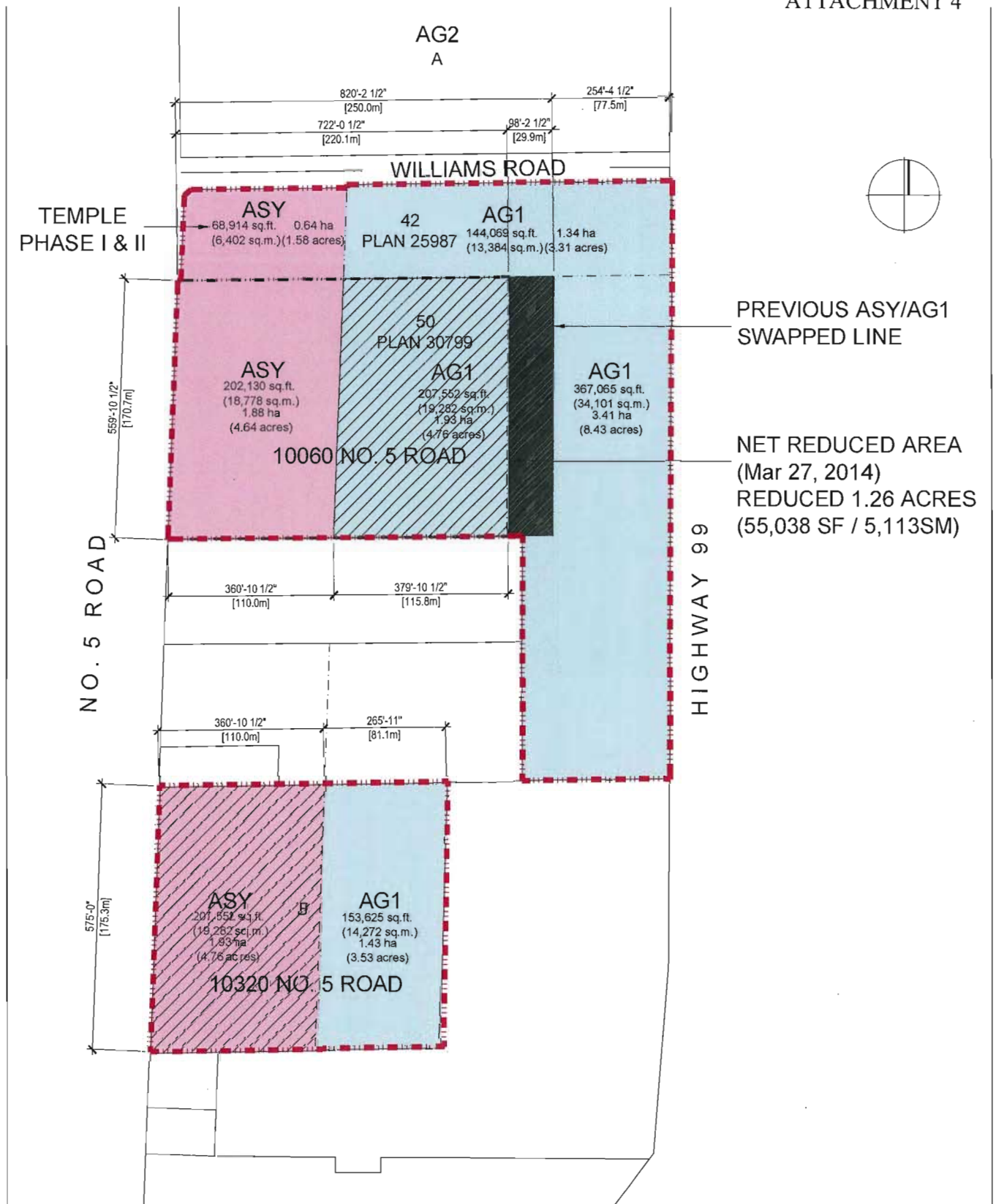
REZONING APPLICATION
HEIGHTENAL 2008 BUILDING AREA OVER 12m)
PLN - 288

PROJECT DATA (PHASE I, II, III) updated on April 15th, 2014

Building Area (All Floors)			
Building			
1	Total Existing Building Area (Phase I, II)	3,159 m ²	34,000 s.f.
2	Main Temple	4,905 m ²	52,797 s.f.
3 North	Monastics' Cells	1,181 m ²	12,717 s.f.
3 South	Monastics' Cells	1,181 m ²	12,717 s.f.
4 North	Teaching Kitchen & Anteroom	1,558 m ²	16,769 s.f.
4 South	Consultation & Workshops	1,558 m ²	16,769 s.f.
5 North	Ksitigarbha temple	1,154 m ²	12,424 s.f.
6 South	Avalokitesvara Temple	1,154 m ²	12,424 s.f.
	Front Building	3,263 m ²	35,121 s.f.
	Walkways	2,508 m ²	27,000 s.f.
	Total Building Area	21,622 m ²	232,738 s.f.

PROJECT DATA (PHASE I, II, III) updated on April 14th, 2014

Site Density				
	Site Area (Phase I, II, III)	43,355 m ²	466,672 s.f.	
	Total Existing Building Area (Phase I, II)	3,159 m ²	34,000 s.f.	
	Total Proposed Building Area (Phase III)	18,463 m ²	198,738 s.f.	
	Total Building Area (Phase I, II, III)	21,622 m ²	232,738 s.f.	
	Total F.A.R. (Phase I, II, III)			0.4987
Site Coverage				
	Site Area (Phase I, II, III)	43,355 m ²	466,672 s.f.	
	Total Existing Building Site Coverage (Phase I, II)	2,468 m ²	26,563 s.f.	
	Total Proposed Building Site Coverage (Phase III)	9,359 m ²	100,744 s.f.	
	Total Building Site Coverage (Phase I, II, III)	11,827 m ²	127,307 s.f.	
	Total site Coverage (Phase I, II, III)			27.28%
Proposed Ground Level (Phase III)				
	1 Entrance Temple	199 m ²	2,146 s.f.	
	2 Library	208 m ²	2,241 s.f.	
	3 Technical Resource Center	607 m ²	6,529 s.f.	
	4 Sunday School Classrooms	708 m ²	7,620 s.f.	
	5 Teaching Kitchen	1,104 m ²	11,885 s.f.	
	6 Multipurpose Hall	3,070 m ²	33,048 s.f.	
	7 Consultation & Workshops	1,104 m ²	11,885 s.f.	
	8 Lecture Hall	708 m ²	7,620 s.f.	
	9 Seminar Exhibition Hall	607 m ²	6,529 s.f.	
	10 Reception	208 m ²	2,241 s.f.	
	Subtotal Indoor Building Area	8,523 m ²	91,744 s.f.	
	Exterior Corridors Area	836 m ²	9,000 s.f.	
	Total Ground Level	9,359 m ²	100,744 s.f.	
Proposed Level 2 (Phase III)				
	11 Library Reading Room	167 m ²	1,796 s.f.	
	12 Retreat Rooms	550 m ²	5,921 s.f.	
	13 Ksitigarbha Hall	446 m ²	4,804 s.f.	
	14 Monastics' Cells	883 m ²	9,507 s.f.	
	15 Stair	41 m ²	446 s.f.	
	16 Elevator & Stair	64 m ²	691 s.f.	
	17 Monastics' Cells	883 m ²	9,507 s.f.	
	18 Avalokitesvara Hall	446 m ²	4,804 s.f.	
	19 Retreat Rooms	550 m ²	5,921 s.f.	
	20 Administration	167 m ²	1,796 s.f.	
	Subtotal Indoor Building Area	4,199 m ²	45,193 s.f.	
	Exterior Corridors Area	836 m ²	9,000 s.f.	
	Total Level 2	5,035 m ²	54,193 s.f.	
Proposed Level 3 (Phase III)				
	21 Monastics' Cells	327 m ²	3,521 s.f.	
	22 Anteroom	419 m ²	4,513 s.f.	
	23 Grand Buddha Hall	1,740 m ²	18,733 s.f.	
	24 Head Monk's Area	419 m ²	4,513 s.f.	
	25 Monastics' Cells	327 m ²	3,521 s.f.	
	Subtotal Indoor Building Area	3,233 m ²	34,801 s.f.	
	Exterior Corridors Area	836 m ²	9,000 s.f.	
	Total Level 3	4,069 m ²	43,801 s.f.	
Proposed Level 4 (Phase III)				
	26 Storage	0 m ²	0 s.f.	
	Subtotal Indoor Building Area	0 m ²	0 s.f.	
	Exterior Corridors Area	0 m ²	0 s.f.	
	Total Level 4	0 m ²	0 s.f.	
	Total Indoor Building Area (Phase III)	15,955 m ²	171,738 s.f.	86%
	Total Exterior Corridor Area (Phase III)	2,508 m ²	27,000 s.f.	14%
	Total Proposed (Phase III)	18,463 m ²	198,738 s.f.	100%



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LINGYEN MOUNTAIN TEMPLE RETREAT
10060&10320 NO.5 ROAD, RICHMOND, BC

PROJ. NO.	DATE	SCALE	DR	REV.
06-803	08APR14	N.T.S.	CG	

REZONING APPLICATION
PROPOSED ZONING SWAP AREAS

PLN - 291

**City of Richmond****Policy Manual**

Page 1 of 3

Adopted by Council: Mar. 27/00

POLICY 5037

File Ref: 4105-04

NO. 5 ROAD BACKLANDS POLICY**POLICY 5037:**

It is Council policy that:

1. The area outlined in bold lines as "Area Proposed for Public and Institutional Use" on the accompanying plan dated 01/24/00 may be considered for non-farm use.
2. The types of non-farm use which may be considered are:
 - "Assembly District" uses, and
 - Certain "School / Public Use District" uses (i.e., public park, public recreation facility, municipal works, health and safety measures, community use).
3. The amount of land on each property which may be developed for approved non-farm uses is limited to the westerly 110 m (360.892 ft) for properties fronting onto No. 5 Road.

The remaining back land portion of each property shall be retained for farm use only.
4. Satisfactory sanitary sewage disposal is required as a condition of Development Permit approval.
5. Continue to strive for a partnership approach, with back land owner prepared farm plans to achieve farming, but allow for a limited infrastructure component (e.g., little or no regional and on-site drainage, irrigation or access roads), where a full infrastructure component is not practical.
6. The current moratorium on non-farm use approvals (initiated by the Land Commission and adopted by Council in February, 1996) should be retained and may be lifted on an individual lot basis for owners who:
 - a) prepare farm plans;
 - b) explore farm consolidation;
 - c) commit to do any necessary on-site infrastructure improvements;
 - d) co-operate as necessary to remove constraints (e.g., required infrastructure) to farming the back lands, in partnership with others; and
 - e) commit to legal requirements as may be stipulated by Council to achieve acceptable land uses (e.g., farming the back lands).
 - f) undertake active farming of the back lands.
7. The following procedure will apply when considering applications for non-farm use and Assembly District rezoning.



Approvals Procedure

Proponent applies to City and Commission for non-farm use approval.

Commission reviews proposal and may give approval in principle for non-farm use based on the proponent:

- preparing an acceptable farm plan;
- entering into a restrictive covenant;
- providing a financial guarantee to farm; and
- agreeing to undertake active farming first

Proponent undertakes active farming based on the approved farm plan.

Commission gives final approval for non-farm use.

Proponent applies to City for rezoning of site to Assembly District (ASY).

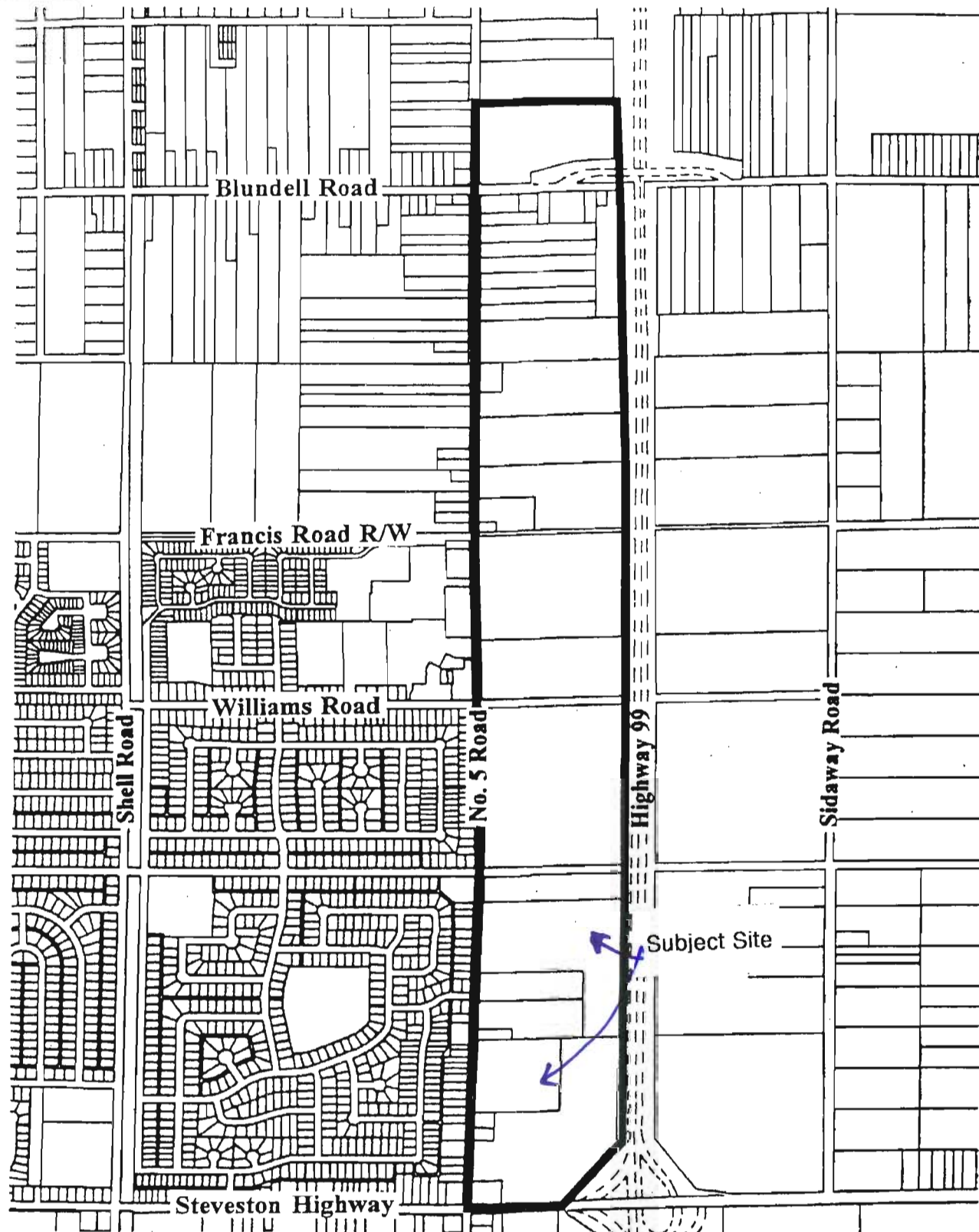
City approves rezoning application after proponent meets all City requirements.

Amendments to the above policies

If either the City or the Land Commission intends to amend any of the above procedures, the initiating party will advise the other party of this intent and seek comment on the proposed amendments prior to concluding any approvals.

Co-ordination of review process

The City and the Commission will co-ordinate efforts when reviewing applications for non-farm use, in order to ensure that the interests of each party are addressed. This co-ordinated effort will be done prior to granting any approvals.



Area Proposed for Public
and Institutional Use 313

Date:
01/24/00



City of Richmond

Minutes**AGRICULTURAL ADVISORY COMMITTEE (AAC)****Held Thursday, October 17, 2013 (7:45 pm to 9:45 pm)****M.2.001****Richmond City Hall****In Attendance:**

Bill Zylmans; Todd May; Steve Easterbrook; Danny Chen; Dave Sandhu; Bill Jones; Kevin Eng (Policy Planning); Kathleen Zimmerman (Ministry of Agriculture and Lands); Terry Crowe (Policy Planning); Diana Nikolic (Development Applications)

Regrets:

Scott May; Kyle May; Colin Dring; Krishna Sharma; Councillor Harold Steves; Tony Pellett (Agricultural Land Commission);

Guests:

Blair Chisolm; Bruce McTavish; James Cheng; Chris Thoreau

1. Adoption of the Agenda

The October 17, 2013 AAC Agenda was adopted. The chair advised AAC members that a delegation was in attendance, who requested to make a presentation to the Committee in regards to the Lingyen Mountain Temple rezoning application at 10060 and 10320 No. 5 Road, which is also on the AAC agenda. As a result, the Chair notified the delegation that a presentation could be made to Committee members at the beginning of the meeting.

2. Delegation – Carol Day

Carol Day, resident in the neighbourhood adjacent to the proposed temple expansion, introduced herself to the members and noted that she represented a group of residents that had concerns about the Lingyen Mountain Temple (LMT) rezoning proposal. In her presentation, Carol Day made the following comments to the AAC:

- That there had been significant changes in the surrounding area since the last application in 2010. Specific reference was made the Townline Gardens development to the south and its 13 acre City agricultural park, and the potential for the redevelopment of the Mylora golf course at 9500 No. 5 Road.
- Referenced a previous ALC decision to allow for the consolidation of the temple development on one site to a depth of approximately 250 m on a portion of 10060 No.

5 Road in exchange for securing all of 10320 No. 5 Road for agricultural activities. The delegation also referenced correspondence between the City and ALC, where concerns were communicated about the ALC's lack of consultation with the City through the ALC's most recent 2004 decision on the LMT expansion proposal.

- A potential green zone that consisted of the agricultural back portion of the lands extending from the City's agricultural park site north of the Gardens development and the Mylora Golf Course and the potential connections between that could be achieved.
- That the proposed LMT expansion proposal, by allowing the temple development to extend 250 m into the site, would disturb the above referenced possible green zone associated with the agricultural back lands.
- The delegation recommended that the LMT temple expansion proposal should be required to comply with the 110 m development guideline, as identified in the No. 5 Road Backlands Policy.
- The delegation referenced another separate Buddhist temple located on Steveston Highway, which was identified as a preferred model of how LMT should configure their expansion.
- Reference was made to a previously submitted public petition, which was submitted in 2010 and associated with a development application file that was closed at the applicant's request, noting concerns and objections to a previous LMT expansion proposal.
- In summary, the delegation requested that AAC members consider recent changes in the No. 5 Road area and that the LMT expansion proposal should be limited to within 110 m from No. 5 Road. The delegation also suggested that the AAC should defer any decision on the LMT temple expansion proposal until a future date.

Committee members thanked the delegation for the presentation and making her concerns known to the AAC.

3. Development Proposal – Lingyen Mountain Temple rezoning application at 10060 and 10320 No. 5 Road

City staff provided the following summary information on the proposed LMT proposal and relevant background in relation to previous land use decisions on this site (additional project information is contained in the development summary table, which is attached to and forming part of the AAC agenda package):

- The proposal involves 2 non-contiguous parcels (10060 and 10320 No. 5 Road). Staff provided information on existing and proposed zoning and Official Community Plan designations.

- Staff provided background information on the previous land use decision made by the ALC to consolidate the LMT expansion proposal onto one site (10060 No. 5 Road), up to a depth of approximately 250 m and secure the remaining property at 10320 No. 5 Road solely for agricultural purposes. Reference was made to how the 250 m distance was determined, which was based on the previous 140 m approval for 10060 No. 5 Road, plus the 110 m development potential that existed for 10320 No. 5 Road to be transferred to the consolidated LMT expansion site.
- Staff highlighted that the footprint of the proposed LMT temple expansion remained generally consistent with the previous 2010 rezoning proposal.
- A comparison of acreage of land available for farm purposes was referenced for a non-consolidated temple development scheme (i.e., temple expansion on two different sites at 10060 and 10320 No. 5 Road) and a consolidated temple expansion scheme on one property. Staff noted that for the consolidated scheme, it resulted in a decrease of just under 1 acre of land available for farming when compared to the non-consolidated scheme. It was further identified that the applicant's consulting agrologist had confirmed that dedicating all of 10320 No. 5 Road for agricultural uses would result in enhanced agricultural viability for all proposed farm activities on the site.
- City staff referenced questions and clarification that was being requested from the proponent in relation to the additional information about drainage and access through neighbouring properties and what would happen with existing agricultural activities (i.e., existing orchard) in the development of the farm plan, which were included in the development summary table contained in the AAC agenda package.

In response to questions from the Committee members, City staff and the proponent's consultant team provided the following additional information and comments:

- The LMT consultant team confirmed that the temple expansion footprint remains generally consistent with the 2010 proposal and noted that the farm plan submitted as part of the previous rezoning was to undertake improvements to the agricultural land to operate a tree nursery on the site.
- Bruce McTavish (professional agrologist) referenced the letter of understanding between the LMT and Kwantlen Polytechnic University (KPU) to establish a partnership to enable KPU access to the temple's agricultural lands to be utilized for incubator farms. The consulting agrologist identified that the shift from a tree nursery to incubator farms was a positive change in the farm plan as an incubator farm would:
 - Generally not disturb native soils as much when compared to a tree nursery farm activity (due to tree harvesting practices);
 - Farm activities would involve active food production; and
 - Improvements to the agricultural capability rating of the land, which would increase the range of crops that could be produced on-site.

- The agrologist also referenced a detailed drainage analysis conducted and required by the Ministry of Transportation and Infrastructure to enable drainage into the canal running along the east edge of the site along the Highway 99 corridor, which was approved in June 2012. The agrologist noted that the ability to drain the agricultural lands to this conveyance enabled a significant expansion of crops that could be grown by keeping the water saturation level low, which improved the agricultural capability of the land.
- The consulting agrologist and City staff also identified that a key component of providing suitable drainage for 10320 No. Road was reliant on securing a drainage corridor through the City agricultural park to the immediate east that enabled the drainage system to get access to the highway drainage canal. Therefore, the securing of this drainage corridor through the City Park site was important.
- In response to questions from the Committee, the consultant confirmed that the location of the pump station on the agricultural lands has yet to be determined.
- Committee members commented that from an agricultural perspective, it was beneficial to view the agricultural portions of 10320, 10060 and the City park site as one entity with common drainage and access interests shared amongst the land.
- LMT proponents clarified that the 2004 letter from the City to the ALC identified concerns with the consultation process and not the temple expansion proposal itself.
- AAC members had questions about the proposed location of the building and whether consideration was given about locating the temple buildings closer to No. 5 Road. In response, the proponents noted that the neighbourhood residents preferred a separation between the temple buildings and No. 5 Road.
- A member identified that the use of land for intensive food production through a partnership between KPU and LMT to undertake incubator farm plots on the agricultural backlands is a beneficial and suitable farm activity. However, a more concrete commitment from KPU should be arranged. In response, KPU Richmond Farm School Coordinator (Chris Thoreau) for the KPU incubator farm program noted that more concrete commitments can be made once a decision has been made on the land use application.
- In response to questions from AAC members about what would be undertaken with the farm land if no arrangement could be made with KPU to undertake incubator farming. The consulting agrologist for LMT noted that the tree nursery, as previously proposed, would be advanced in accordance with the farm plan.
- Ministry of Agriculture staff asked questions about the arrangement for access provisions along the Williams Road allowance (currently unopened). The agrologist consultant confirmed that a farm access road only is proposed in this road allowance. Ministry staff also suggested that as a condition of the building permit for the temple

expansion, completion of the drainage and farm plan works and confirmation of a signed agreement with KPU could be submitted to the City.

- Committee members identified that since 2010, when the last soil analysis was conducted, portions of 10320 No. 5 Road was used as a dewatering site and then remediated back to an appropriate agricultural standard. To ensure no additional contamination occurred on this site as a result of dewatering activities, AAC members recommended that updated soil analysis testing be conducted.
- Committee members identified that they were not so much concerned about the location of the temple building. However, they did support the proposal to consolidate the temple development on one site to enable the remaining backlands to be farmed in a contiguous manner. The Committee also supported the previous conditions of linking 10060 and 10320 No. 5 Road through a legal agreement to enable that one lot could not be sold independent of the other lot.
- One member communicated that more information and the agreement between LMT and KPU should be provided in the form of a more concrete framework.
- An AAC member noted that the Committee's review of the expansion proposal was to focus on the agricultural viability of farming the backlands portion of the development and that the decision on the land use component of the temple expansion resided with the ALC and Council through the appropriate land use applications.

As a result of the discussion, a member tabled the following motion:

That the Agricultural Advisory Committee defer support of the LMT farm proposal and temple expansion project until the following information is submitted by the proponent:

- *Additional details regarding implementation of the farm plan and drainage works necessary to improve the agricultural capability of the land.*
- *Confirmation of the partnership between KPU and LMT proponents in a formal agreement to undertake incubator farming activities, as proposed.*
- *Updated soil analysis to confirm no additional contamination has been undertaken.*
- *Confirmation of ALC conditions placed on the previous ALR non-farm use application approval in 2004 and what will be followed up through the rezoning.*

The motion was not seconded.

Members identified that the concept of the farm plan is supported, as a result the following motion was moved and seconded:

That the AAC agree in principal to the farm plan component of the temple expansion proposal, subject to the proponent providing information to address outstanding drainage and farm plan components, contingency options should the partnership between KPU and LMT not occur and updated soil analysis to City staff's satisfaction.

*5 members in support
1 member abstained (Todd May)*

AAC members confirmed that updates on the satisfaction of the above conditions can be through memo or other updates to the Committee as deemed appropriate by staff.

Todd May left the meeting at 9:45 pm resulting in loss of committee quorum

4. Adjournment

Meeting adjourned at 9:45pm.

Bill Zylmans/Todd May
Chairperson

KE:ke



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LINGYEN MOUNTAIN TEMPLE - PUBLIC CONSULTATION SUMMARY

JULY 18, 2013

To accommodate its growing congregation, the Lingyen Mountain Temple has been contemplating expansion plans since 2005. Recently the Temple wanted to revisit expansion plans for its facility, and both the Temple and the project team committed to undertaking comprehensive public consultation prior to an application. The consultation included a telephone survey and two public open houses.

The Temple is encouraged by the results of the recent public consultation process undertaken, which indicate that the current more modest proposed concept would be acceptable to a large proportion of the community.

TELEPHONE SURVEY

Date: January 29 – February 7, 2013
Survey Area: 1,740 households
Survey Participants: 152 randomly selected households
Results: 51% would accept a proposal at 100 feet in height.
 49% of those that do not support an increase in height would be more supportive if the increase was at the back of the property and restricted to symbolic and localized elements.

The telephone survey was conducted by Stratcom, an independent survey company, to assess the community's main concerns regarding places of worship along No 5 Road and determine what the height and scale of an acceptable expanded Temple would be. Traffic was raised by respondents as one of the top 3 general concerns about their neighbourhood and the number one concern related to places of worship on No. 5 Road.

With respect to an expansion proposal, the survey indicated that **51% of those surveyed would accept a proposal at 100 feet in height. 49% of those that do not support an increase in height would be more accepting if the increase in height was at the back of the property and restricted to symbolic and localized elements.**

OPEN HOUSE 1

Date: May 2, 2013
Attendees: 79
Comment Forms: 69 (59 from the Open House, 10 online)
Results: 76% expressed support for an expanded Temple approximately 100 feet in height.
 17% were not in support of an expanded Temple.

Following the telephone survey the Temple held the first of two pre-application Open Houses to present the survey results to the greater community and to gather additional feedback from residents. Presented was a review of the Temple's previous applications, the survey results and the possible direction the Temple is contemplating based on public feedback. Including the Temple's online Open House 69 comment forms were received of which 53 expressed support, 4 were neutral and 12 expressed concern about the proposed height. Some of the concerns expressed included: the proposal will not respect the current bylaw and the proposal will set a precedent for height in the area.



OPEN HOUSE 2

Date: June 26, 2013
Attendees: 226
Comment Forms: 238 (218 from the Open House, 20 online)
Results: Richmond-wide 96% are in support of the proposed concept and 4% are opposed.
In the notification area 70% are in support and 30% are opposed.

Comments received at the first Open House and through the telephone survey were used to inform the Temple's proposed concept which was presented at the second Open House. The concept presented was for one building at the back of the property to be 98 feet in height with the remaining buildings at or below the current Temple's height. Of the 238 total comment forms received, 41 came from the notification area immediately surrounding the Temple, 188 came from across Richmond and 9 came from elsewhere in the Lower Mainland.

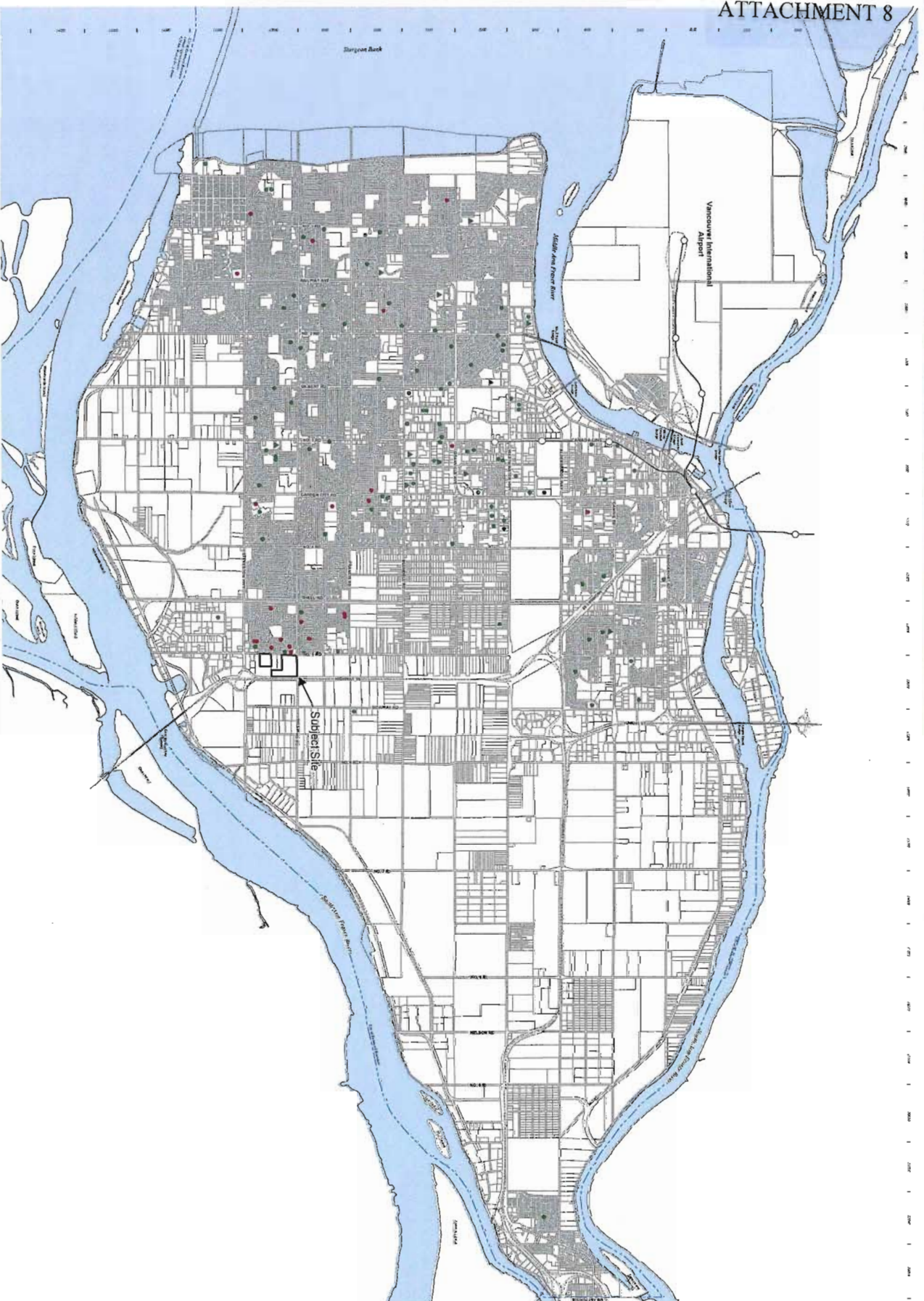
City wide, the comments demonstrate overwhelming support for the proposed concept. **Within the notification area surrounding the Temple 29 out of 41 people expressed their support for the proposal and 12 expressed concern about the height, reinforcing the results from the telephone survey.** Some of the concerns included the following:

- the proposal will not respect the current bylaw
- the proposal will set a precedent for height in the area
- concern about the use of size of the complex and the use

Regarding traffic in the area surrounding the Temple, 67 out of 238 respondents expressed varying degrees of concern. Of those, approximately 50% referenced the Temple's festivals and events and 50% referenced rush hour traffic unrelated to the Temple.

NEXT STEPS

Based on the public consultation results the Temple will be moving forward with a development application. The consultation results indicate overwhelming city-wide support for the proposed concept as well as support from within the community surrounding the Temple. The current application incorporates input from the community and reflects a 40 foot reduction in height from the 2010 proposal. The consolidation of agricultural land which forms part of the proposal allows for the tallest building to be located at the rear of the property reducing visibility from No 5 Road and creating a park-like area along No 5 Road.



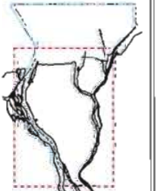
Legend

- ☐ Subject Site
 - Oppose Rezoning**
 - Single Address
 - Support Rezoning**
 - ▲ Multiple Addresses
 - Single Address
- 291 Total Signatures
 183 provided correspondence addresses
 -108 provided no address or an address outside of Richmond

PLN - 303

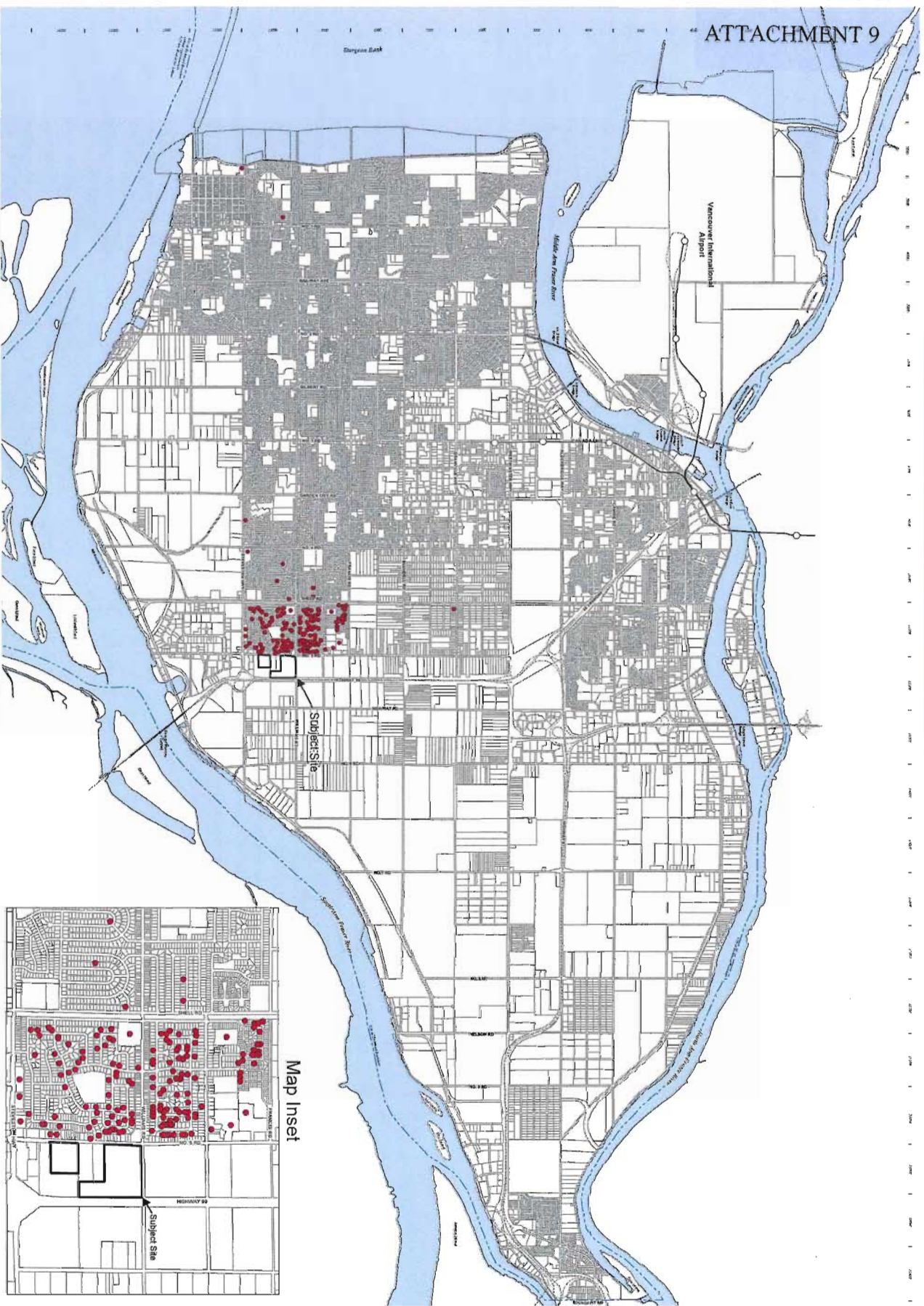
April 15, 2014
 Requested by: [illegible]

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Lingyen Mountain Temple Rezoning: Public Correspondence Submitted by CALMR (Shellmont Only)

ATTACHMENT 9

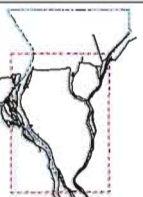


- Legend**
- ☐ Subject Site
 - Oppose Rezoning**
 - Single Address
- 286 Total Signatures
-283 provided Richmond addresses
-3 provided no address or an address outside of Richmond

PLN - 304

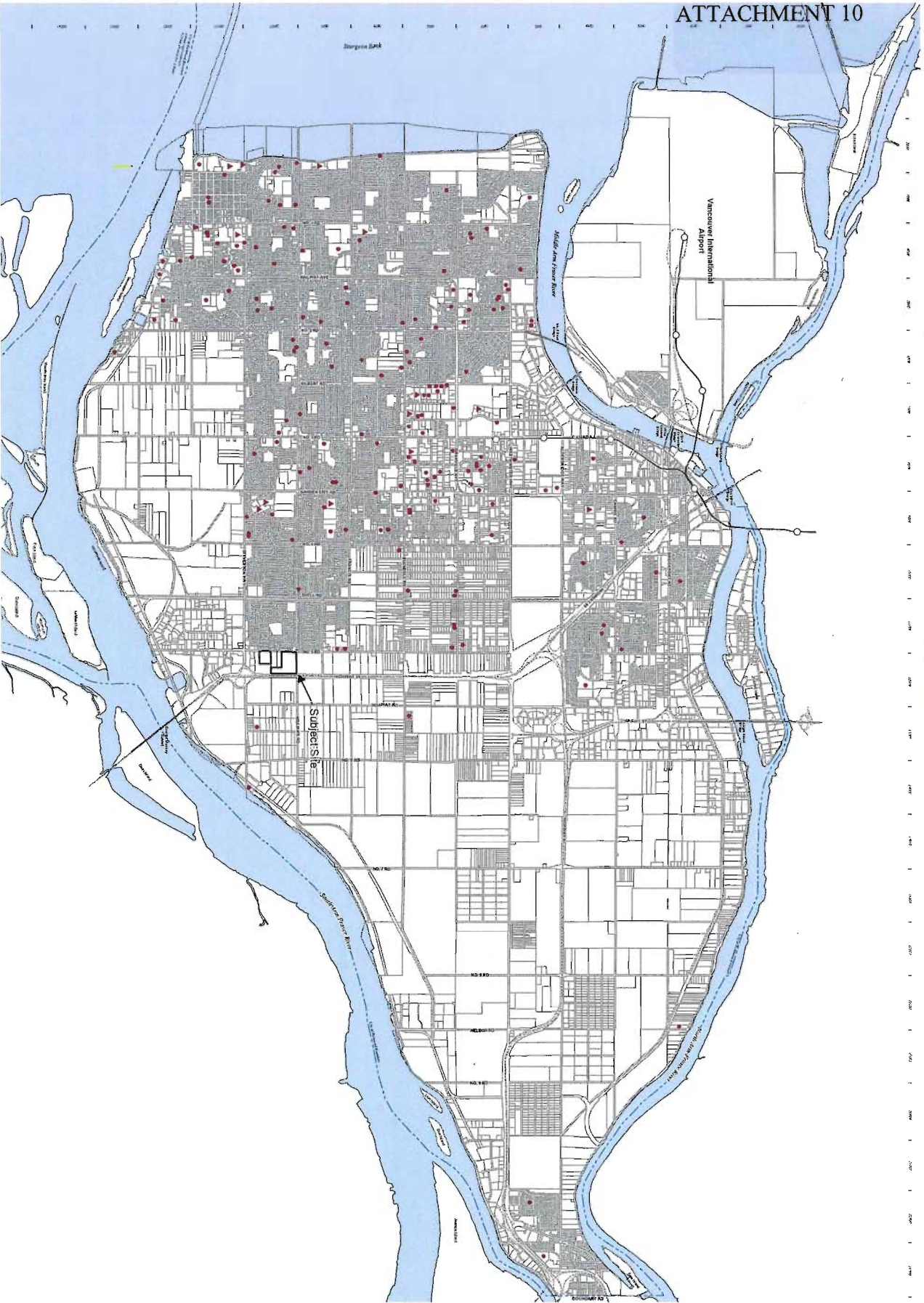
April 15, 2014
Prepared by: Public Hearing

Map of the City of Richmond, British Columbia, showing the location of the Lingyen Mountain Temple rezoning area. The map includes the Fraser River, Vancouver International Airport, and various residential areas. A cluster of red dots in the central-western part of the city indicates the subject site. A 'Map Inset' provides a detailed view of this area, showing individual lots and the 'Subject Site'.



Lingyen Mountain Temple Rezoning: Public Correspondence Submitted by CALMR (City-wide)

ATTACHMENT 10



Legend

- ☐ Subject Site
 - Oppose Rezoning**
 - ▲ Multiple Addresses
 - Single Address
- 353 Total Signatures
258 provided Richmond addresses
95 provided addresses
address outside of Richmond

PLN - 305

April 15, 2014
Prepared by Cedar Bluffs

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